

MINUTES
OF THE
WOODS HOLE, MARTHA'S VINEYARD
AND NANTUCKET STEAMSHIP AUTHORITY

The Meeting in Public Session

April 20, 1995

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met this 20th day of April, 1995, beginning at 9:40 a.m., in the conference room of the Authority's Woods Hole Terminal at the Foot of Railroad Avenue, Woods Hole, Massachusetts.

Present were all four of the Authority's Members: Chairman Ronald H. Rappaport of Dukes County; Vice Chairman William R. Andrews of Falmouth; Secretary Bernard D. Grossman of Nantucket; and Associate Secretary Robert L. O'Brien of Barnstable.

Also present were all three members of the Authority's Finance Advisory Board: Robert C. Murphy of Dukes County; Norman F. Beach of Nantucket; and Paul R. Kelleher of Falmouth

The following members of the Authority's management staff were also present: General Manager Armand L. Tiberio; Treasurer/Comptroller Wayne C. Lamson; General Counsel Steven M. Sayers; Customer Services Manager Gina Barboza; Maintenance and Construction Manager James P. Swindler; Special Projects Manager Wesley J. Ewell; and Executive Secretary to the General Manager Maxine Horn.

Before beginning the meeting, Mr. Rappaport asked all those in attendance to observe a brief moment of silence for the people who lost their lives in the tremendous tragedy that had taken place in Oklahoma City the previous day.

After observing a moment of silence, Mr. Rappaport welcomed Mr. Tiberio to his first meeting as the Authority's new General Manager. Mr. Rappaport also commended Mr. Tiberio for the hands-on manner with which he had taken control of the Authority's operations since beginning his employment less than three weeks before.

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Mr. Rappaport then reported that the Members had received word earlier in the week that House Bill No. 673 was having a hearing that morning before the Massachusetts Legislature's Transportation Committee. Noting that the proposed legislation would affect the makeup of the Authority's membership, as well as its bonding and licensing powers, Mr. Rappaport asked that the Members go on record as opposing the bill.

IT WAS VOTED -- upon Mr. Grossman's motion, seconded by Mr. O'Brien -- to oppose House Bill No. 673.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

State Representative Eric Turkington subsequently informed the Members that he had seen the Chairman of the Transportation Committee, Representative Thomas Cahir, earlier that morning and that Representative Cahir had indicated to him that he was sympathetic to the Authority's position on this matter.

Minutes:

After discussion, the Members deferred approval of the minutes of the public session of their March 30, 1995 meeting until their next meeting on May 18, 1995.

Requests for Bids:

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. Grossman -- to award Contract No. 02-95 for One New 1995 Van with Aerial Device to the lowest responsible and eligible bidder for the contract, Liberty Chevrolet Inc., of Wakefield, Massachusetts, in the amount of \$31,824.00, or, in the event Liberty Chevrolet Inc. can no longer provide the van at that price, to authorize the staff to rebid the contract with a budgeted amount not to exceed \$35,000.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. Grossman -- to award Contract No. 17-95 for one rebuilt Detroit Diesel engine to Brady Diesel, Inc. of Houma, Louisiana in the amount of \$74,500.00, and to authorize an additional \$85,000 in the 1995 Operating Budget for the contract and other related costs involved in replacing the M/V Katama's defective starboard main engine with that rebuilt engine.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

In response to a question from Mr. Andrews, Mr. Sayers stated that, subsequent to the preparation of Staff Summary #L-207, the Authority did receive a bid from Stewart & Stevenson Services, Inc. to provide a rebuilt engine, but that the bid, which was in the amount of \$76,920.00, was higher than the one submitted by Brady Diesel, Inc.

Hyannis Terminal Reconstruction Project:

With respect to the Hyannis Terminal Reconstruction Project, Mr. Ewell reported that the Massachusetts Highway Department had assured the Authority that it was going to advertise its marine and site work contract the following Saturday and that bids for the contract would be opened by the end of May. Accordingly, Mr. Ewell stated, the Authority had rescheduled its bid opening for the terminal building contract for June 2, 1995, which would still allow the Members to award the contract at their June 1995 meeting and have construction commence by July 1, 1995. Mr. Ewell stated that, if the project then remained on schedule, construction of the new terminal building would be completed by July 1, 1996.

In response to a question from Mr. Grossman, who noted that the Department's \$4,558,000 cost estimate for the marine and site work was approximately \$400,000 higher than the estimate which the Authority had received from Earth Tech for the same work in July 1994, Mr. Ewell stated that the variance was primarily attributable to the time delay in awarding the contract, although a portion of it was due to a different method used by the Department in calculating certain quantities of materials. Mr. Ewell said that in the interim the cost estimate for the new terminal building had also risen slightly to \$2 million and that, as a result, the cost of the entire project probably would be around \$6.6 million.

Vineyard Haven Terminal Reconstruction Project:

Mr. Ewell then reported that the Vineyard Haven Terminal Reconstruction Project was continuing to proceed on a schedule which would allow full completion by June 30, 1995, six weeks earlier than the completion date required by the construction contract, and that the contractor had assured the Authority that the new terminal building would be ready for occupancy on May 8, 1995. Mr. Ewell stated that the staff was planning to have an open house for the new building during the morning of May 8th and then transferring operations there from the old ticket office that afternoon.

Noting that the elevator had just been delivered and that the water line had also been installed and completed at a cost which was only a little higher than estimated, Mr. Ewell said that not only would the project be completed early, but that it would also be on budget by any standard definition.

Disposition of the Vineyard Haven Ticket Office:

Mr. Ewell then recounted how the Members had previously voted in September 1994 to give the existing Vineyard Haven ticket office and three other surplus buildings on the site to the Town of Tisbury. At that same meeting, the Members had voted to appropriate \$6,500 for the removal of the three other buildings, but had deferred appropriating any money for the removal of the ticket office since it was to remain in use through the Spring of 1995 until the new terminal building was occupied.

Mr. Ewell said that Fred Lapiana, the Superintendent of the Town of Tisbury's Department of Public Works, had recently asked for an additional \$6,500 from the Authority to apply towards the cost of moving the ticket office, but had subsequently advised him that he no longer wanted the building because he did not feel it was worth the estimated \$15,000 cost of moving it. As a result, Mr. Ewell stated that the Authority probably would have to demolish the building at a cost of \$9,000. (Mr. Ewell said that the actual cost of demolition would be \$11,000, but that the contractor, J.K. Scanlan Company, had agreed to donate \$2,000 towards that cost.)

IT WAS VOTED -- upon Mr. O'Brien's motion, seconded by Mr. Grossman -- to appropriate \$9,000 towards the cost of removing or demolishing the Vineyard Haven ticket office and, further, to make the building and the

\$9,000 available to the Town of Tisbury on the following conditions:

- (1) That the Town must agree to remove the building from the site on May 9, 1995; and
- (2) That the Town must advise the Authority by the end of the day as to whether it wants the building on the terms offered by the Authority.

Otherwise, the building is to be demolished.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

Later in the meeting, Kenneth Barwick, the Chairman of the Tisbury Planning Board, advised the Members that the Town in fact had no interest in acquiring the building.

Treasurer's Report:

IT WAS VOTED -- upon Mr. Grossman's motion, seconded by Mr. Andrews -- to authorize the transfer of \$1,800,000 from the Bond Redemption Account to the Replacement Fund to help reduce the Authority's bonding requirements in connection with the Vineyard Haven and Hyannis terminal reconstruction projects, and to designate \$1,200,000 of the transferred funds for the Vineyard Haven Terminal Reconstruction Project and the remaining \$600,000 for the Hyannis Terminal Reconstruction Project.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

IT WAS VOTED -- upon Mr. Grossman's motion, seconded by Mr. Andrews -- to adopt a Note Resolution in the form attached to Staff Summary #A-328, dated April 12, 1995, authorizing the Treasurer/Comptroller to issue and sell on a competitive basis \$4,400,000 Bond Anticipation Notes and to award the Notes to the bidder or bidders offering to purchase them at the lowest net interest cost.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

American Express Company:

Mr. Lamson then advised the Members that the American Express Company had submitted another proposal for the Authority to accept American Express Cards for all public transactions. Mr. Lamson stated that the management staff was recommending acceptance of the proposal, subject to an annual determination as to its financial impact and effectiveness and, further, provided that American Express agree to pay for any programming costs associated with the Authority's acceptance of the new card, which were not expected to exceed \$2,500.

Mr. Rappaport summarized the differences between American Express' prior proposals and the one then being offered, as follows:

1. American Express was now offering to rebate approximately \$100,000 over a period of three years by contributing \$33,333 per year towards the cost of producing brochures, schedules and flyers that are ordinarily printed by the Authority;
2. At the end of each of the three years, the Authority would be able to discontinue its acceptance of American Express Cards if the Authority determines that the relationship between the Authority and American Express is not in the Authority's financial interest, provided that the Authority submits its decision in writing at least thirty days in advance; and
3. American Express will pay for the programming costs associated with the Authority's acceptance of the new cards, in an amount not to exceed \$2,500.

After Mr. Rappaport summarized the proposal, Mr. Lamson noted that the Authority's acceptance of the new cards may reduce the volume of transactions on the other bank cards accepted by the Authority and that, as a result, the Authority may experience an increase in the rate charged by those other cards.

Mr. Beach recommended against accepting the proposal, pointing out that most, if not all, of the Authority's patrons who have American Express Cards carry Visa and Master Cards as well.

Mr. Kelleher expressed his concern that, if the Authority accepted the proposal -- which he noted was not at a competitive rate -- the Authority would be jeopardizing the very low rate it was receiving on the other credit cards it accepted, and it did not appear that the Authority was turning away any customers by

not accepting American Express. Further, Mr. Kelleher noted that after the end of the first year of the relationship, when the Authority would have to decide whether to continue accepting the cards, all of the Authority's brochures and schedules would already be printed up stating that the cards would be accepted by the Authority. Therefore, Mr. Kelleher argued, as a practical matter, the Authority would not be able to terminate the relationship since it would not be able to properly notify its patrons. In addition, the rates charged by the other bank cards probably will have increased by that time with no guarantee that they would go back down upon the termination of the Authority's relationship with American Express. All in all, Mr. Kelleher stated, he was not sure that accepting the proposal would result in any financial benefit whatsoever for the Authority.

Mr. O'Brien said that he similarly opposed the proposal for the reasons stated by Mr. Kelleher. Mr. O'Brien predicted that once the Authority began accepting American Express Cards, its customers would believe that the Authority would always accept them and that, as a result, the Authority would be locked into the relationship. Mr. O'Brien also was concerned with the fact that there was no assurance that American Express would renew its offer to rebate \$33,333 per year to the Authority after the end of its three-year commitment. Mr. O'Brien declared that he saw no advantage to the Authority in the proposal and that he thought accepting it was a mistake.

Expressing his support for the proposal, Mr. Murphy felt that the Authority would be able to terminate the relationship after one year if it determined that accepting the cards was not in the Authority's financial interests. Pointing out that the Authority had accepted American Express Cards in the past, Mr. Murphy noted that many patrons had used their American Express Cards at that time. Therefore, he thought it would be worth it to try the relationship again.

Mr. Grossman also noted that many island merchants had expressed their opinion that patrons prefer using their American Express Cards. Accordingly, Mr. Grossman stated that he was in favor of the proposal, assuming that the Authority's acceptance of the additional cards would not materially affect the rates then being charged by Visa and Master Card.

In response to questions posed by Mr. Andrews, Virginia O'Connell of American Express assured the Members that her company would pay for the programming costs associated with the Authority's acceptance of the new cards, up to \$2,500, and that the Authority's patrons would be able to use their Optima cards as well as their American Express cards.

Mr. Rappaport acknowledged that he had consistently voted against accepting American Express Cards on three prior occasions for the reasons advanced by Messrs. Beach, Kelleher and O'Brien. However, Mr. Rappaport said that he felt the change in the new proposal which would allow the Authority to terminate the relationship after each of the three years minimized the Authority's financial risk. Mr. Rappaport further stated that he had also been contacted by a number of businesses on Martha's Vineyard, including the Martha's Vineyard Hospital, who all supported the proposal.

In response to a question from Mr. Rappaport, Ms. Barboza stated that she did not see any problem with the Authority accepting American Express cards, and noted that the Authority had accepted the cards in the past.

IT WAS VOTED -- upon Mr. Grossman's motion, seconded by Mr. Andrews -- to accept American Express Company's proposal, in the form attached to Staff Summary #A-331, dated April 13, 1995, subject to an annual determination as to its financial impact and effectiveness and provided, further, that American Express agrees to pay for any necessary reprogramming costs up to \$2,500.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

Renewal of the EAP Network Agreement:

IT WAS VOTED -- upon Mr. O'Brien's motion, seconded by Mr. Grossman -- to enter into an agreement with The EAP Network for a twelve-month period at a cost of \$14,000, in the form attached to Staff Summary #PM-150, dated April 5, 1995.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

Martha's Vineyard "Park 'N Ride '95" Proposal:

Mr. Tiberio then asked the Members for authorization to contribute up to \$20,000 towards the operating budget of the Martha's Vineyard Park 'N Ride '95 service, as requested by Elizabeth B. Wild, Chairman of the Tisbury Board of Selectmen, in her letter to Mr. Lamson dated March 25, 1995.

Mr. Kelleher questioned the expense of the service, particularly for the period after Columbus Day. Recalling that the shuttle carried only five passengers during the entire month of December 1994, Mr. Kelleher expressed his opinion that providing the service during that period of time appeared to be a waste of money. Mr. Kelleher also reminded the Members that, when the Tisbury Selectmen had asked the Authority for funds to construct the off-site parking lot the previous year, they had assured the Authority that it would not be requested to make any further contributions towards the cost of operating the shuttle service. Mr. Kelleher said that in the circumstances he just did not think the Authority should be involved in this operation.

Mr. Murphy similarly expressed his opposition to the request. While acknowledging that the shuttle service was a fine program, Mr. Murphy said that he simply did not believe it was one in which the Authority should be involved. Further, given the fact that the Authority would not derive any revenues from the off-site parking lot, Mr. Murphy also doubted whether the Authority's bondholders would see how the program had any relation with the Authority's operations.

Mr. Beach agreed with the opinions stated by Messrs. Murphy and Kelleher, observing that the Authority was not created to serve the islands in a general way, but rather solely to provide adequate transportation of persons and necessities of life. Mr. Beach said that he did not believe the shuttle service would provide any financial benefit to the Authority and, therefore, he felt that the Authority could not legally contribute money for that purpose.

In response to a question from Mr. Rappaport, Mr. Sayers said that, in his opinion, the Authority could legally contribute towards the cost of operating the shuttle service. Mr. Sayers noted that the Authority provides a similar service on the mainland for passengers who park their automobiles off-site and need to be transported to the terminal. Assuming the existence of a similar need on the island for the Authority to provide off-site parking for patrons to leave their vehicles in order to travel to the mainland, Mr. Sayers said that providing transportation between the parking lot and the terminal could be considered as part of the boatline's operations.

Mr. Sayers also said that the Authority had several ways of providing the service if it were determined that it was needed. For example, the Authority could purchase its own off-site parking lot and provide the shuttle service itself; or, in the exercise of their business judgment and discretion, the Members could

decide that it was less expensive to enter into a partnership with other governmental entities to provide a service not only for the Authority's patrons but other passengers as well.

After stating that he agreed with Mr. Sayers' opinion, Mr. Rappaport declared that he believed that the Authority had the additional obligation to its port communities to work with their local governmental entities to provide this type of relief, particularly in Vineyard Haven where there is no place for the Authority's patrons to park and a shuttle service would help relieve traffic congestion around the Authority's terminal. However, Mr. Rappaport said that he had two specific concerns about the proposal, and asked Kenneth Barwick, Chairman of the Tisbury Planning Board, if the Tisbury Selectmen could provide the Members with certain information before their next meeting on May 18, 1995.

Mr. Rappaport first asked for a breakdown of the portion of the shuttle service's proposed 1995 operating budget attributable towards providing the service during the "peak" season, i.e., May 20th through October 9th, and the portion attributable to the period after Columbus Day, as well as the number of passengers carried by the shuttle service in 1994 during those same two periods. Mr. Rappaport stated that such information would assist the Members in deciding whether to participate in the service's funding for the entire year or only for the peak season.

Mr. Rappaport also asked for clarification on exactly how the island communities were going to provide their portion of the service's funding as set forth in the Selectmen's proposal, and how that portion differed from the portion to be funded by the Martha's Vineyard Transit Authority. Mr. Rappaport said that he wanted to make certain that, if the Authority contributes \$20,000 to the service on the understanding that the island towns are going to contribute \$30,000 as well, the towns actually will make their contributions as stated.

While acknowledging that any contribution made by the Authority would be allocated to the Martha's Vineyard service, Mr. Grossman expressed his concern over how much the shuttle system cost during 1994. Mr. Grossman noted that the average cost per passenger was approximately \$7.00 and that only one-half of the 6,500 passengers carried were believed to be Authority patrons.

In response to a question from Mr. Grossman, Mr. Barwick advised the Members that passengers on the shuttle would be charged a fare of fifty cents each way. (In 1994, they were charged twenty-five cents each way.) However, Mr. Barwick said

he could not assure Mr. Grossman that the Tisbury Selectmen would not ask for any additional monies from the Authority later in the year if the Authority were to make the requested contribution.

Observing that most of the pressure on the Authority in Falmouth pertained to traffic and parking problems, Mr. Andrews said that he hoped if he were to support the request, that public officials on the island would in turn support solutions to the Authority's parking problems in Falmouth.

After Mr. Barwick confirmed that the shuttle service was going to commence on May 20th regardless of whether the Authority contributed to its funding, Mr. Rappaport suggested that the matter be deferred to the Members' next meeting on May 18, 1995. Mr. Rappaport also stated that, pending receipt of the information which he asked for that day, he was prepared to support the proposal.

IT WAS VOTED -- upon Mr. Grossman's motion, seconded by Mr. Andrews -- to defer consideration of the Tisbury Selectmen's request for funding for the Martha's Vineyard Park 'N Ride '95 service until the Members' next meeting on May 18, 1995.

**VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None**

Driverless Vehicles:

Mr. Tiberio then informed the Members that, at Mr. Andrews' request after an accident occurred earlier in the week involving a customer's truck being driven by an Authority employee, the staff was reviewing the Authority's longstanding practice of providing employees to drive customers' vehicles between off-site parking facilities and the Authority's vessels. Mr. Tiberio said that he had reviewed what he believed to be a considerable amount of homework previously prepared on this subject, and that the management staff was comfortable with the practice.

In this regard, Mr. Tiberio noted that before the Authority provides employees to drive customers' vehicles, the customers are required to agree in writing to hold the Authority harmless from any liability that might arise from providing the service, and that they are also required to have in place an appropriate amount of insurance coverage to satisfy this obligation. Mr. Tiberio also noted that, in accordance with these requirements, the customer involved in this particular incident, Cape Cod

Express, already had accepted full responsibility for any and all expenses incurred in connection with the accident.

However, Mr. O'Brien expressed his concern over the fact that Authority employees who drive these trucks are required to have commercial drivers licenses and, beginning in January 1996, will be subject to a strict drug and alcohol testing program mandated by the Department of Transportation. Mr. O'Brien cautioned that this new program will require random drug testing of these employees a minimum of six times per year and even more frequent testing for alcohol use, as well as a training program for the employees' supervisors.

Mr. Kelleher declared that he had greater concerns about the policy than those expressed by Mr. O'Brien. Stating that he would consider the practice suspect even if employees drove customers' vehicles only on Authority property, Mr. Kelleher maintained that having employees drive customers' vehicles off-site stretched the Authority's exposure to liability too much to be justified in any circumstance. Mr. Kelleher argued that no matter how many pieces of paper may be signed, the Authority still could be named as a party to any lawsuit arising out of an accident and would have to incur expenses whether or not it was liable. Accordingly, Mr. Kelleher said that he felt the practice of having Authority employees drive customers' vehicles on public streets should be stopped entirely.

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. O'Brien -- to direct the management staff to conduct a legal and operational review of the Authority's practice of providing employees to drive customers' vehicles and, further, that the review is to include:

- (1) The identification of any liability to which the Authority may be exposed as a result of the practice and an examination of the steps which may taken to protect the Authority from that liability; and**
- (2) An analysis of the reasons for the Authority's practice and how it serves the interests of both the Authority and the public.**

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

Accident Involving the M/V Eagle:

Mr. Tiberio reported that the M/V Eagle had been involved in a minor accident while docking at Nantucket the previous afternoon. Mr. Tiberio stated that while there was no damage to the vessel itself, four persons on board had sustained minor injuries and the terminal and Slip One were also damaged. Mr. Tiberio advised the Members that repair work was then underway and that he expected the slip to be operational later that day. Noting that the incident was under investigation both internally and by the United States Coast Guard, Mr. Tiberio said that he felt it inadvisable to make any further comments about the matter at that time.

Mr. Grossman, noting that the terminal previously had sustained no damage whatsoever since it was built in 1985 and that only one outside dolphin had sustained any damage, which was minor, declared that this impressive record was a tribute to the nature and quality of the terminal's construction.

IT WAS THEN VOTED -- on Mr. Andrews' motion, seconded by Mr. Grossman -- to go into executive session to discuss the Authority's strategy with respect to collective bargaining and litigation matters, the purchase and value of real estate, and personnel matters.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

Before the Members voted to go into executive session at approximately 11:15 a.m., Mr. Rappaport stated that, after the conclusion of the executive session, the Members would not reconvene in public.

A TRUE RECORD



BERNARD D. GROSSMAN, Secretary

MINUTES
OF THE
WOODS HOLE, MARTHA'S VINEYARD
AND NANTUCKET STEAMSHIP AUTHORITY

The Meeting in Public Session

May 18, 1995

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met this 18th day of May, 1995, beginning at 9:35 a.m., in the conference room of the Authority's Woods Hole Terminal at the Foot of Railroad Avenue, Woods Hole, Massachusetts.

Present were three of the Authority's Members: Chairman Ronald H. Rappaport of Dukes County; Vice Chairman William R. Andrews of Falmouth; and Associate Secretary Robert L. O'Brien of Barnstable.

Also present were two members of the Authority's Finance Advisory Board: Robert C. Murphy of Dukes County; and Paul R. Kelleher of Falmouth

The following members of the Authority's management staff were also present: General Manager Armand L. Tiberio; Treasurer/Comptroller Wayne C. Lamson; General Counsel Steven M. Sayers; Operations Manager John D. Crocker; Maintenance and Construction Manager James P. Swindler; Customer Services Manager Gina Barboza; Special Projects Manager Wesley J. Ewell; and Executive Secretary to the General Manager Maxine Horn.

Mr. Rappaport opened the meeting by announcing that Nantucket Member Bernard D. Grossman and Nantucket Finance Advisory Board Member Norman F. Beach were unable to attend the meeting because the Nantucket airport had been closed due to fog.

Minutes:

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. O'Brien -- to approve the minutes of the Members' meeting in public session on March 30, 1995.

VOTING AYE: Messrs. Rappaport and Andrews
VOTING NAY: None

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. O'Brien -- to approve the minutes of the Members' meeting in public session on April 20, 1995.

VOTING AYE: Messrs. Rappaport and Andrews
VOTING NAY: None

Procurements:

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. O'Brien -- to award a contract to purchase two shuttle buses for the Hyannis parking lot operation from Northern Bus Sales of Peterborough, New Hampshire, at a total price of \$112,306.00, in accordance with the "state vendor" pooled purchases provisions of G.L. c. 7, secs. 22A and 22B.

VOTING AYE: Messrs. Rappaport and Andrews
VOTING NAY: None

IT WAS VOTED -- upon Mr. O'Brien's motion, seconded by Mr. Andrews -- to authorize the General Manager to execute the Nantucket Bus Stand Agreement with Barrett's Tours, Inc., in the form attached to Staff Summary #L-214, dated May 16, 1995, for an annual compensation of \$4,500.00.

VOTING AYE: Messrs. Rappaport and Andrews
VOTING NAY: None

Hyannis Terminal Reconstruction Project:

With respect to the Hyannis Terminal Reconstruction Project, Mr. Ewell reported that the Massachusetts Highway Department had finally advertised the marine and site work contract which it is administering and was scheduled to open bids for that contract on May 31, 1995. Mr. Ewell also stated that the Authority would be opening sub-bids for the terminal building contract on May 19, 1995, and that general bids for the contract would be opened on June 2, 1995. Accordingly, Mr. Ewell stated, the Members should have the estimated construction cost for the entire project before them at their next meeting on June 15, 1995, at which time they would be asked to award the terminal building contract.

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Mr. Ewell stated that he expected construction to begin for the new terminal building by July 1, 1995, and that the work would be completed before the 1996 summer season. Mr. Ewell also said that the Highway Department anticipated that work under the marine and site work contract would begin in the fall of 1995, with a construction schedule of fifteen months.

Mr. Ewell also reported that he and Messrs. Tiberio and Lamson had met earlier that week with federal and state officials and were satisfied with the manner that the Highway Department intended to administer the marine and site contract. Mr. Ewell then explained how the ISTEA funds would be paid: At the beginning of the construction process, the Authority will pay twenty percent of the contractor's periodic invoices and the Highway Department will pay the remaining eighty percent until the \$2,000,000 ISTEA grant is exhausted. Thereafter, Mr. Ewell stated, the Authority will pay the entire amount of the contractor's periodic invoices directly.

Mr. Ewell further advised the Members that the Highway Department was willing to enter into a written agreement with the Authority which would not permit any change orders to the contract work without the approval of both the Authority and the Department. Mr. Ewell also stated that the Authority was planning to employ its own site engineer, William Reich, for the project instead of having Earth Tech provide one, as it currently is required to do under its contract with the Authority.

Mr. Tiberio then informed the Members that, at their next meeting, they would be provided with the staff's proposed management structure for the project, with illustrative reports that the staff thereafter would be forwarding to the Members on a monthly basis. Mr. Tiberio stated that one of the reports would be a budget report, which would compare actual project expenditures with the amounts budgeted, and that the second report would show the construction schedule's projected and actual milestones under the critical path method.

Vineyard Haven Terminal Reconstruction Project:

Mr. Ewell reported that the staff was reviewing the punch list for the Vineyard Haven Terminal Reconstruction Project and that all work under the contract was expected to be completed by the end of June 1995. Mr. Ewell said that, after completion of the paving work, which was scheduled to be done before Memorial Day, the only remaining items were the landscaping, the beach-front work, and the construction of the gazebo and the informa-

tion kiosk. In short, Mr. Ewell stated, the project was still on budget and ahead of schedule.

Mr. Ewell informed the Members, however, that the landscape architect had rejected all of the plantings that had been delivered to the site because they were smaller than specified. Mr. Ewell said that some of the plantings would probably not be returned (in exchange for a reduction in the contract price), while other plantings which are too small to survive would have to be removed and replaced.

Treasurer's Report:

Mr. Lamson reported that seven bids had been received from all of the major Boston banks for the sale of the Authority's \$4.4 million bond anticipation notes dated April 28, 1995, and that the low bid for all of the notes was from Baybank Boston, with a net interest cost of 4.08%. Therefore, Mr. Lamson stated, the notes were awarded to Baybank Boston in accordance with the Note Resolution that had been adopted by the Members at their last meeting.

Police Services:

Mr. Tiberio then requested authorization from the Members to spend up to \$20,000 more than the amount contained in the 1995 Operating Budget for additional police services during the 1995 summer season. Mr. Tiberio stated that he was requesting the increase to provide for additional traffic control, particularly at the new Vineyard Haven terminal and the Hyannis off-site parking lot, but that the Authority ultimately might not spend the entire amount if the staff later determines that all of the additional police services are not needed.

Mr. Murphy noted that the proposed schedule of police services included a detail beginning at 6:00 a.m. at the Woods Hole terminal on Saturday mornings, and questioned the necessity of police presence at that time. However, Captain Crocker stated that when the terminal opens on Saturday mornings it is not uncommon to have more than one hundred vehicles already waiting to get into the standby line and that the police officer helps maintain order. Still, at Mr. Murphy's request, Mr. Tiberio stated that the staff would review the situation again to determine whether further savings could be achieved by consolidating certain of those details.

Both Mr. Rappaport and Mr. Andrews stated that they agreed with Mr. Tiberio's request. In particular, Mr. Rappaport stated that he was aware that Robert Clark, the Authority's Vineyard Haven Terminal Manager, had always negotiated with the Town of Tisbury to minimize these expenses as much as possible, but that he felt it was appropriate to have additional policemen at that terminal this year to make certain that the Authority's passengers understood the new traffic pattern.

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. O'Brien -- to authorize management to spend up to \$20,000 more than the amount contained in the 1995 Operating Budget for additional police services during the 1995 summer season.

**VOTING AYE: Messrs. Rappaport and Andrews
VOTING NAY: None**

License Request from Freedom Cruise Line:

The Members then considered Alan McMullen's request for a license to increase the maximum capacity of his ferry service between Harwichport and Nantucket during the summer seasons from 40 to 100 passengers. Mr. Tiberio advised the Members that, in accordance with the Authority's licensing policy, the staff had conducted public hearings on Mr. McMullen's request in both Nantucket and Harwich and that, based upon the information received, was recommending that the Authority enter into a license agreement with Mr. McMullen whereby he would be licensed to carry up to 60 passengers for the 1995 and 1996 summer seasons, conditioned upon his payment of a license fee in the amount of ten percent of the full adult fare charged by the Authority for transportation between Hyannis and Nantucket for each passenger in excess of forty carried by him on each trip.

At Mr. Rappaport's request, Mr. Sayers summarized the contents of Staff Summary #L-212, dated May 12, 1995, so that the public was informed of the reasons for the staff's recommendation. Mr. Sayers also stated that he had been advised that Nantucket Member Bernard Grossman had no objection to the staff's recommendation, provided that Mr. McMullen was not licensed to carry more than 60 passengers.

Noting Mr. McMullen's presence at the meeting, Mr. Rappaport asked him whether he would like to comment on the staff's recommendation. However, Mr. McMullen declared that he did not really have much to say. Mr. Rappaport then asked if anyone else wished to comment, but no one did.

Mr. Sayers noted that the staff's recommendation had been forwarded to all of the carriers providing ferry service between the mainland and the islands, and that none of them had submitted any objections to the recommendation. In addition, Mr. Sayers said that he had read an article in the *Cape Cod Times* in which Murray Scudder, Vice President of Hyannis Harbor Tours, Inc. (who previously had submitted a written objection to Mr. McMullen's request), was reported to have said that he did not object to an increase in Mr. McMullen's capacity to 60 passengers. Mr. O'Brien confirmed that report, saying that Mr. Scudder had told him directly that he was comfortable with the limited increase recommended by the staff.

In response to a question from Mr. Kelleher, Mr. Sayers confirmed that the amount of the recommended license fee payable by Mr. McMullen was ten percent of the Authority's adult fare between Hyannis and Nantucket, not a flat one dollar, and that, as a result, if the Authority increased its fare in 1996, the license fee payable by Mr. McMullen would similarly increase. Mr. Sayers also assured Mr. Kelleher that the Authority's standard license agreement contained adequate provisions to ensure that Mr. McMullen would submit reports to the Authority each month setting forth the number of passengers carried by him on a trip-by-trip basis.

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. O'Brien -- to authorize the General Manager:

- (1) to enter into a standard license agreement with Alan McMullen, d/b/a Freedom Cruise Line, whereby Mr. McMullen would be licensed to operate a passenger vessel transportation service between Harwichport and Nantucket during the 1995 and 1996 summer seasons, as set forth in his "1995 Nantucket Schedule," attached to Staff Summary #L-212, dated May 12, 1995, using the M/V FREEDOM with a maximum capacity of 60 passengers, conditioned upon his payment of a license fee in the amount of ten percent (10%) of the full adult fare charged by the Authority for transportation between Hyannis and Nantucket for each passenger in excess of forty (40) carried by him on each trip; and**
- (2) to take all necessary and appropriate actions to fulfill the Authority's obligations under that agreement.**

VOTING AYE: Messrs. Rappaport and Andrews
VOTING NAY: None

Hyannis Harbor Dredging:

With respect to the proposed dredging of Hyannis Harbor by the U.S. Army Corps of Engineers, Mr. Ewell reported that the schedule had been moved up so that construction could commence before the beginning of the next fiscal year and that the anticipated cost of the project was less than previously estimated. As a result, Mr. Ewell stated, the project should be finished by May 1996 and the Authority's share of the project would probably cost around \$312,000.

Mr. Ewell also advised the Members that the Authority was responsible for obtaining certain of the permits for the project, such as the necessary certificate from the Executive Secretary of Environmental Affairs under the Massachusetts Environmental Policy Act ("MEPA"). In this regard, Mr. Ewell said that the feasibility report which had been recently issued by the U.S. Army Corps of Engineers on the project was being submitted by the Authority the following week as its Draft Environmental Impact Report to initiate the MEPA process.

Oak Bluffs Terminal:

Mr. Tiberio then informed the Members that, due to continuing construction work, the scheduled opening of the Oak Bluffs terminal had been delayed to May 24, 1995, but that, barring any unforeseen problems, it would be open in time for the Memorial Day Weekend. Mr. Tiberio said that, during the interim, the Authority would advise its passengers of the delayed opening by making announcements on the Authority's vessels, and would provide shuttle bus service between the Oak Bluffs and Vineyard Haven terminals.

Old and New Business:

Mr. Tiberio advised the Members that, at their next meeting, the staff would be recommending the adoption of a new emergency transportation policy, so that the Authority's terminal agents and its patrons will know in what circumstances the Authority will attempt to board vehicles (including ambulances) onto a vessel when they do not have reservations.

The Members agreed that the Authority's policy regarding the transportation of unaccompanied vehicles should be considered at their meetings later this summer in Nantucket and Hyannis, since the Nantucket service would be most affected by any changes to that policy.

In response to a question from Mr. Rappaport, Ms. Barboza confirmed that the Authority was advertising on the radio at that time because the month of May was still considered off-season. However, Ms. Barboza assured the Members that the Authority's advertisements would not run during the months of July and August; instead, the Authority's radio exposure would be limited to being named as the sponsor of public service and other announcements.

Idling of Motor Vehicle Engines:

Richard Sherman then addressed the Members to advise them of certain statutory restrictions that had been enacted by the Massachusetts legislature on the idling of motor vehicle engines in order to comply with the Clean Air Act of 1990. Specifically, Mr. Sherman stated, the law prohibits any person from operating a motor vehicle engine unnecessarily while the vehicle is stopped for a foreseeable period of time in excess of five minutes. Mr. Sherman asked for the Authority's assistance in advising tour bus companies of this legal requirement, since he had personally observed tour buses at the Authority's Vineyard Haven terminal idling their engines while they were waiting for passengers. Mr. Sherman also noted that first offenses were punishable by a \$100 fine, and that \$500 fines could be imposed for subsequent offenses.

The Members encouraged the management staff to review the information presented by Mr. Sherman in order to make certain that buses, trucks and other vehicles comply with the law. Mr. O'Brien noted, however, that the law permits refrigerated trucks to idle their engines longer than five minutes to the extent it is necessary to maintain refrigeration. Mr. Kelleher also observed that some customers start their engines earlier than necessary while waiting to be unloaded from the Authority's vessels because the order in which they are unloaded differs depending upon the boatswain. Accordingly, Mr. Kelleher asked the management staff to see whether a standardized procedure could be established for unloading the vessels when they dock.

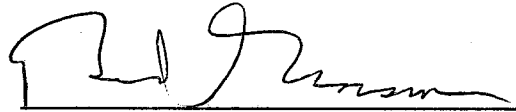
IT WAS THEN VOTED -- on Mr. Andrews' motion, seconded by Mr. O'Brien -- to go into executive session to discuss the Authority's strategy with respect to collective bargaining and litigation matters, the purchase and value of real estate, and personnel matters.

**VOTING AYE: Messrs. Rappaport and Andrews
VOTING NAY: None**

May 18, 1995 Meeting
Minutes of the Public Session

Before the Members voted to go into executive session at approximately 10:15 a.m., Mr. Rappaport stated that, after the conclusion of the executive session, the Members would not reconvene in public.

A TRUE RECORD



BERNARD D. GROSSMAN, Secretary

MINUTES
OF THE
WOODS HOLE, MARTHA'S VINEYARD
AND NANTUCKET STEAMSHIP AUTHORITY

The Meeting in Public Session

June 15, 1995

The Members of the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority met this 15th day of June, 1995, beginning at 10:35 a.m., in the Edgartown Town Hall Meeting Room, 70 Main Street, Edgartown, Massachusetts.

Present were all four of the Authority's Members: Chairman Ronald H. Rappaport of Dukes County; Vice Chairman William R. Andrews of Falmouth; Secretary Bernard D. Grossman of Nantucket; and Associate Secretary Robert L. O'Brien of Barnstable.

Also present were all three members of the Authority's Finance Advisory Board: Robert C. Murphy of Dukes County; Norman F. Beach of Nantucket; and Paul R. Kelleher of Falmouth

The following members of the Authority's management staff were also present: General Manager Armand L. Tiberio; Treasurer/Comptroller Wayne C. Lamson; General Counsel Steven M. Sayers; Customer Services Manager Gina Barboza; Vineyard Haven Terminal Manager Robert Clark; Associate Agent Bridget Tobin; and Executive Secretary to the General Manager Maxine Horn.

Minutes:

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. O'Brien -- to approve the minutes of the Members' meeting in public session on May 18, 1995.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

Hyannis Terminal Reconstruction Project:

With respect to the Hyannis Terminal Reconstruction Project, Mr. Tiberio advised the Members that bids for the terminal construction contract had been opened on June 2, 1995 and that the low bidder was J. K. Scanlan Company, Inc. with a proposed Contract Price in the amount of \$1,743,000. Mr. Tiberio also reported that the Massachusetts Highway Department was scheduled to open bids for the marine and site work contract on June 27, 1995 and that, accordingly, the staff was requesting the Members to hold a special meeting on either June 28th or June 29th to award the terminal construction contract after the anticipated cost for the entire project was known.

Mr. Tiberio also directed the Members' attention to the packet of materials that he had forwarded to them with Staff Summary #SP-041, including an executive summary of the development process leading to the project, the Authority's project management structure, and the form of project management reporting statements for budget and project completion tracking. Messrs. O'Brien and Rappaport complimented Mr. Tiberio on the organization of the materials, and Mr. Rappaport advised the audience that copies were available to the public upon request.

After a brief discussion, the Members asked Mr. Tiberio to see whether he could make the appropriate arrangements so that a special meeting to award the terminal construction contract could be held in Hyannis around 8:30 a.m. on June 29, 1995.

Earth Tech Request for Additional Fees:

Mr. Tiberio asked the Members for authorization to pay two contract change orders requested by Earth Tech for additional design services rendered in connection with the Hyannis Terminal Reconstruction Project from December 1994 through the present. Mr. Tiberio stated that the staff had revised one of the requests as a result of a meeting with representatives from Earth Tech and that, as so revised, the staff had concluded that the requests were justified. Mr. Tiberio also said that Earth Tech had been notified that its principal involvement with the project had come to an end and that the Authority did not expect to need any significant additional services from that firm in the future.

In response to a question from Mr. Grossman, Mr. Tiberio confirmed that the Authority would be receiving a \$50,000 credit from Earth Tech against its contract price due to the Authority's decision to engage the services of its own resident engineer.

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. O'Brien -- to approve for payment two Contract Change Orders submitted by Earth Tech for additional services rendered in connection with the Hyannis Ferry Terminal Reconstruction Project, namely, Contract Change Order No. 20, in the amount of \$5,325, for additional work related to the Massachusetts Highway Department contract, and Contract Change Order No. 21, in the amount of \$13,750, for additional work performed by Keenan + Kenny, Architects, Ltd.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

Vineyard Haven Terminal Reconstruction Project:

With respect to the Vineyard Haven Terminal Reconstruction Project, Mr. Tiberio reported that, although there were still a number of items on the "punch list" for the terminal, he expected the contractor to complete the contract by June 30, 1995. For example, Mr. Tiberio stated that although the plantings had been rejected as inadequate, the contractor had stated that they all would be corrected by that date. Mr. Tiberio also noted that after concerns had been raised about the traffic patterns at the terminal, particular traffic problems which had been brought to his attention were being addressed with additional signage. Nevertheless, Mr. Tiberio declared that the Authority would take a better look at the situation after all of the construction at the terminal and on the street had been completed. In this regard, Mr. Tiberio said that he was interested in hearing about any problems that people may be experiencing at the terminal, as well as any suggestions they may have to improve the Authority's operations there.

Mr. Rappaport thanked Mr. Tiberio for the report, commenting that he had expressed concerns about the inadequacy of the plantings based upon his visual observations, and that he wanted to make certain that the Authority received the plantings which it had contracted to get. Mr. Rappaport also suggested that the Authority might want to familiarize the public with the new traffic patterns by publishing a map of the terminal in the local newspapers. Mr. Tiberio agreed, saying that the maps also could be distributed as flyers at the terminal and on the Authority's vessels.

Peter L. Fohlin, the Executive Secretary for the Town of Tisbury, announced that he had been requested by the Tisbury selectmen to attend the Authority's meeting and advise the

Members of the very cordial and constructive relationship which town officials had been experiencing with the Authority regarding the new terminal. Mr. Fohlin observed that a lot of the public's current confusion with the new traffic patterns may in fact be attributable to the Town, since it was still in the process of burying utilities and repaving Water Street, but he stated that the selectmen had met with Authority representatives at the site several times on a number of issues and that the Authority had resolved every problem that had been raised to date.

Richard Sherman complimented the terminal's new traffic design, declaring that he had recently driven his car off of a vessel which was docked in Slip 2 and that, for the first time in his long experience with the Authority, no passengers leaving the vessel on foot had to cross the vehicle lanes.

James Rothschild also declared that the new terminal was excellent. He asked, however, whether the information kiosk on the north side of the terminal could be removed since it was an obstruction to the view of the inner harbor and also took up what otherwise would be additional green space. In response, Mr. Rappaport reminded Mr. Rothschild that, although the kiosk had not been included in the Authority's original plans for the terminal, it had been added to the design many months ago at the request of town officials.

David Snyder also complimented the facilities, but said that he thought the roof of the passenger pick-up and drop-off station was too large and that it unnecessarily blocked the view of the entire harbor. Mr. Rappaport thank Mr. Snyder for his comments, and noted that he also had received a number of letters on that subject.

Nantucket Dockage Facilities Agreement:

IT WAS VOTED -- upon Mr. Grossman's motion, seconded by Mr. Andrews -- to authorize the General Manager to execute the Dockage Facilities Agreement with Hyannis Harbor Tours, Inc. in the form attached to Staff Summary #L-216, dated June 6, 1995, and to take all necessary and appropriate actions to fulfill the Authority's obligations under that Agreement.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

Treasurer's Report:

Mr. Lamson reported that although the Authority had not yet closed the books for the month of May 1995, it appeared that operating revenues for the month would exceed the Authority's projections by about seven percent and that the total operating expenses were expected to come in as budgeted. Mr. Lamson also reported that, for the first five months of 1995, the Authority's estimated operating loss was expected to be about \$300,000 lower than the amount projected in the 1995 operating budget, despite the fact that the Authority had incurred approximately \$760,000 in additional unforeseen maintenance expenses and had also been required to pay a number of large medical claims from its self-insured health plan.

1995 Late Fall Operating Schedules:

Mr. Tiberio reported that, at the Members' next meeting in July 1995, the staff would be requesting approval of the Authority's 1995 Late Fall Operating Schedules, effective November 2, 1995 through January 3, 1996. Mr. Tiberio stated that the proposed schedules which had been submitted to the Members for their review were essentially a duplicate of the Authority's 1994 Late Fall Operating Schedules and that the staff was not recommending any changes to the service which had been offered by the Authority during the same period the previous year.

Mr. Tiberio also advised the Members that the staff soon would be submitting the proposed operating schedules for the entire 1996 calendar year so that the Members could vote on them at their August 1995 meeting. Mr. Rappaport asked Mr. Tiberio whether the staff, when reviewing the 1996 winter schedule, could take a serious look at having an additional larger passenger vessel on the Martha's Vineyard run during that time, since he felt that having only one larger vessel on line had been a hardship the previous winter. Mr. Tiberio confirmed that the staff was looking into that possibility, and that the principal issue was whether a second vessel could be kept on line for a longer period of time without having a negative impact on the Authority's vessel maintenance schedule.

Emergency Transportation Policy:

Mr. Tiberio then discussed the provisions of the draft Emergency Transportation Policy which had been prepared by the staff in an attempt to develop parameters for the preferential

boarding of ambulances and patrons' vehicles in emergency situations where individuals need to get from one of the islands to the mainland without prior reservations. Mr. Tiberio stated that the draft was then being disseminated to the island medical communities and that the staff would be requesting the Members at their next meeting to approve the policy, as it may be revised in light of suggestions received from the communities.

Mr. Rappaport stressed to the audience that the draft policy only addressed emergency transportation needs, not other medical situations where patrons need to travel off-island for medical appointments and require preferential treatment due to their inability to obtain reservations. Mr. Rappaport suggested that the staff should, before drafting a policy pertaining to those other situations, consult with the Martha's Vineyard Hospital, the medical community and persons who already have gone through traumatic situations to find out how they believe such situations best should be handled. While Mr. Rappaport complimented the Authority's terminal personnel on the excellent job they do in addressing these situations on a case-by-case basis, he said that he felt the Authority needed written guidelines on the subject so that the public would be aware of what accommodations the Authority can make for them in those situations.

Mr. Kelleher, referring to a provision of the draft policy which would require the terminal agent to "bump" the last vehicle which checks in for a particular trip in the event it is necessary to board an ambulance or other vehicle, suggested that the agents instead be instructed first to ask drivers if they would be willing to be "bumped" in exchange for free passage on the next vessel. Mr. Kelleher thought that someone would usually volunteer to be "bumped" with such an incentive, and that the last person in line may have a serious commitment which requires his or her presence on the mainland.

Mr. Grossman also suggested that most "bumping" situations could be avoided simply by underbooking each vessel by one vehicle. In this regard, Mr. Grossman noted that the Authority almost always would be able to fill the space at the last minute anyway.

Dorothy Bangs, asked the Authority to add the American Cancer Society's "Road to Recovery" to the list of "Alternative Means of Transportation" set forth in Section V of the draft policy. Ms. Bangs stated that "Road to Recovery" volunteers provide help to cancer patients who are undergoing chemotherapy or radiation by meeting them at Woods Hole, driving them to their appointments on Cape Cod, waiting for them while they have their

therapy, and then driving them back to Woods Hole. For that reason, Ms. Bangs said, many cancer patients on the island need not take their automobiles to the mainland unless, as is sometimes the case, they are too weak to get out of their cars onto the boats.

Ms. Bangs reminded the Members, however, of the financial hardship suffered by middle-income cancer patients on the island who have to travel to and from the mainland as often as five times a week to receive treatment. Accordingly, she requested the Members' assistance in addressing that problem, even though she acknowledged that any preferential treatment extended by the Authority would probably be abused. Otherwise, Ms. Bangs declared, she approved of the draft emergency transportation policy and thought it was excellent.

Cheryl Kram, a nurse at the Martha's Vineyard Hospital, noted that, in order to get a patient to a facility off island, an ambulance first needs to travel from the mainland to pick the patient up. Therefore, she said, emergency situations require preferential treatment not only for ambulances with patients who are leaving the island, but also for empty ambulances leaving the mainland to pick patients up.

Ms. Kram also expressed her regret that the draft policy had come to fruition without the involvement of the medical communities. However, after Mr. Rappaport reminded her that no policy had yet been implemented and that the draft was being distributed among the medical communities to receive their input and suggestions, Ms. Kram asked Mr. Rappaport to make certain that a representative from the hospital reviewed the policy.

Ms. Kram also advised the Members that the policy should not require physicians to make transportation arrangements for their patients in emergency situations, since their entire efforts are often needed during those times to keep their patients stable. Ms. Kram suggested that her department at the Martha's Vineyard Hospital should continue to be the contact with the terminal agent after a physician makes the determination that a patient needs to be transferred off island.

Marie Laursen then thanked everyone who had worked on the draft policy for their efforts, declaring that she had shown the document to a number of people and all of them had liked it. Ms. Laursen did state, however, that she considered it important to endorse the concept of a committee with members of the public who are involved in such situations on a daily basis to continue working on the draft policy.

With respect to the Alternative Means of Transportation section of the draft policy, Gary Fauteux reminded the Members that Bonanza Bus Lines was not handicapped accessible and that Plymouth and Brockton Bus Lines ran only out of Hyannis. David Snyder also stated his opinion that, with the aging population on the islands, the issue of how to handle medical transportation needs was going to become greater as time goes on, and he suggested that in the future the Authority may want to consider a "HOPE" ship once a day.

Maintenance Management Information System:

Mr. Tiberio then advised the Members that he was initiating steps to improve the Authority's system for managing all of its maintenance activities and costs. Mr. Tiberio stated that the two primary steps for accomplishing this goal were to recruit a skilled Maintenance Manager who has practical marine operating experience and to develop an automated maintenance management information system for managing maintenance activities and costs.

Mr. Tiberio said that he intended to present to the Members at their July 1995 meeting a draft request for proposals for such a maintenance management information system, which would apply not only to the Authority's vessels, but also to its terminals, busses and all other assets which have to be maintained. In response to a question from Mr. Grossman, Mr. Tiberio confirmed that such a program would include ongoing training for the Authority personnel who would be responsible for using it.

Noting that the Members already had approved the additional Maintenance Manager position in the 1995 budget, Mr. Tiberio said that he believed they did not have to formally vote to approve his decision to fill the position at this time. Mr. Tiberio stated that he was informing them of his action because he had redefined the scope of the Maintenance Manager's duties and responsibilities, as set forth in the attachment to Staff Summary #GM-336, dated June 8, 1995.

Remodeling of the Woods Hole Terminal:

Mr. Tiberio then requested authorization from the Members to proceed with the remodeling of the Authority's administrative offices at its Woods Hole terminal facility. Mr. Tiberio advised the Members that approximately fifty percent of the building already had been remodeled over the past year and, in addition, the building's ventilation and air conditioning system was

scheduled for replacement. Although Mr. Tiberio conceded that the requested remodeling did not address the issue of what would be the best use of the Woods Hole facility in the long term, he stressed that it would still be at least five years before that necessary capital project could be commenced. In the interim, Mr. Tiberio said that the staff hoped to continue remodeling throughout the remaining space principally for aesthetics, to replace inefficient windows, and to convert restrooms which at that time did not meet handicapped accessibility requirements. Mr. Tiberio also stated that, if the Members approved the request that day, the staff immediately would continue with the remodeling so that the Authority could use its Maintenance personnel as much as possible before the vessel overhaul season began.

Mr. Kelleher acknowledged that he had been completely in favor of the remodeling of the Woods Hole facility which had taken place to date. Nevertheless, he expressed his concern about undertaking the requested additional work before the Authority decides what should be done with the facility in the long term. Accordingly, Mr. Kelleher said that he felt the Members should defer the request until they had an opportunity to review the staff's proposed capital budget. Mr. Grossman also suggested that the Authority might want to wait a few months before continuing the remodeling, particularly since other projects appeared to be of higher priority and this particular one would not contribute significantly to improving the staff's efficiency.

Mr. Rappaport, however, noted that the Authority was going to be in the facility for the indefinite future no matter what its long term capital program was going to be. Therefore, since the requested remodeling would have to be done at some point in the future anyway, Mr. Rappaport said that he felt the Authority might as well do it now. Messrs. Andrews and Murphy agreed, observing that the staff needed more space in the facility due to the recent relocation of the Authority's Personnel Department to Woods Hole. Mr. Sayers also encouraged the Members to approve the request so that the second floor restrooms would be made handicapped accessible.

IT WAS VOTED -- upon Mr. Andrews' motion, seconded by Mr. O'Brien -- to authorize management to proceed to complete the remodeling of the Administrative Offices in the Woods Hole terminal building, as set forth in Staff Summary #GM-337, dated June 8, 1995, at a cost not to exceed \$140,000.

**VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None**

Food Concession Contract:

Mr. Tiberio then advised the Members that the current food concession contract with Boston Concessions Group, Inc. was due to expire at the end of the calendar year and that, accordingly, the staff had established a proposed competitive proposal process to make certain that the new food concession contract would be awarded early enough to accommodate the transition to another concessionaire in the event Boston Concessions is not awarded the new contract. However, Mr. Tiberio related the favorable comments he had heard about the performance of Boston Concessions under the current contract, and he expressed his hope that the company would submit a proposal for the new contract.

The Members had a number of suggestions for the new food concession contract and the competitive process by which it was to be awarded. Mr. Grossman suggested that, when drafting the provisions of the new contract, the Authority reduce its obligation to provide and maintain relatively small appliances for the concession operation. He also felt that the Authority should review the concessionaire's menu pricing on at least an annual basis. Mr. O'Brien suggested that the contract's term be limited to three years, since he thought there might be a tendency for the performance of the selected concessionaire to decline if the term were longer. Mr. Rappaport said that he felt consideration should be given to providing an opportunity for proponents to compete for the entire service or for service for only one of the islands. He stated that there were a number of island residents with local products who are precluded from participating in any process which requires them to provide service for both islands. Alternatively, Mr. Rappaport suggested, the Authority might encourage or even require the concessionaire to purchase local products.

Mr. Murphy said that over the years he had observed prices of certain products increase while the sizes of their portions decreased. Accordingly, he emphasized that the Authority should make certain that the concessionaire offered all of the staple food products to the public at affordable prices. Mr. Kelleher similarly emphasized that the Authority should exercise oversight over the concession operation to make certain that appropriate menu items were being offered for sale at all times the vessels were in service when patrons were likely to request them.

After these suggestions were made, Mr. Rappaport asked the staff to come back to the Members with responses to the Members' comments before issuing any request for proposals for the contract.

License Request from Falmouth Ferry Service:

Mr. Tiberio advised the audience that the Authority would be holding two public hearings on the application of Falmouth Ferry Service to increase the capacity of its ferry between Falmouth Harbor and Edgartown from 40 passengers to 103 passengers during the summer seasons. Mr. Tiberio said that the first hearing was scheduled to take place in the Edgartown Town Hall Meeting Room at 7:00 p.m. on June 20, 1995, and that the second hearing would be at the Gus Cnty Recreation Center in Falmouth at 7:00 p.m. on June 22, 1995. Mr. Rappaport emphasized that the Authority would be soliciting public comment at those hearings and that written comments were also welcome.

Mural for the Vineyard Haven Terminal:

Mr. Rappaport then strongly supported Mr. Tiberio's request for authorization for up to \$5,000 for a mural to be painted by Margot Datz at the Vineyard Haven terminal above the ticket counter area. In doing so, Mr. Rappaport recounted how the Authority was privileged to have several local artists, including Thaw Malin, Margaret Mason, Stanley Murphy, David Wallis, Allen Whiting, Rez Williams, Betty Wlodyka, loan their art to the terminal. Mr. Rappaport also noted that Marshall Cook was going to putting up in the terminal's vestibule a series of photographs showing Steamship Authority vessels and terminals, and that there was going to be a display case in the lobby exhibiting on a rotating basis various articles by island students. Mr. Rappaport also thanked Emily Bramhall and Alison Shaw, the project's Art Committee members, for their artistic taste in asking Ms. Datz to paint the mural.

Ms. Datz advised that audience that she had asked a number of people for their opinions on the type of mural they felt should be painted in the terminal, and that they all wanted to have the harbor represented. Accordingly, Ms. Datz said that she intended to create a visual record of the harbor just the way it is in 1995 at sunset or sunrise, but that she would use a more historical style of painting, which she termed sophisticated folk art style, with a lot of detail and rich colors. She said that she planned to start the work in a few days and hopefully would be finished by the Fourth of July.

June 15, 1995 Meeting
Minutes of the Public Session

IT WAS VOTED -- upon Mr. Rappaport's motion, seconded by Mr. Grossman so long as the Authority did not have a Critic Committee and by Mr. Andrews so long as Mr. Rappaport would not be in the mural -- to authorize the expenditure of up to \$5,000 for the purpose of commissioning Margot Datz to paint a mural inside the Vineyard Haven terminal.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

Old and New Business:

John Ford, of the Southeast Massachusetts Maritime Employees Association, asked the Members whether the Authority supported the Seaport Bond Bill and, if so, to what extent the support went. In response, Mr. Rappaport said that he was not sure that the Members had ever taken a position on that subject since it had never come before them.

IT WAS THEN VOTED -- on Mr. Andrews' motion, seconded by Mr. Grossman -- to go into executive session to discuss the Authority's strategy with respect to collective bargaining and litigation matters, the purchase and value of real estate, and personnel matters.

VOTING AYE: Messrs. Rappaport, Andrews and Grossman
VOTING NAY: None

Before the Members voted to go into executive session at approximately 11:45 a.m., Mr. Rappaport stated that, after the conclusion of the executive session, the Members would not reconvene in public.

A TRUE RECORD



BERNARD D. GROSSMAN, Secretary