Commonwealth Of Massachusetts
County Of Dukes County, S.S.
MARTHA'S VINEYARD AIRPORT COMMISSION MEETING

February 18, 2004 6:00 pm
Martha's Vineyard Airport
Notice of Such Meeting having been Posted as Required by Law.

Present:

Airport Commissioners:	Chair Jesse B. (Jack) Law,T. J. Hegarty, William (Bill) Mill, Norman Perry
Airport Staff:	Bill Weibrecht - Manager, Sean Flynn - Assistant Manager, Michael Eldridge – Water/Wastewater Operator
Others:	Marni Lipke – Recorder; Rick Domas, HTA; Alexis Tonti - Vineyard Gazette, Fred Natush - MVTV

* Late arrival or early departure (see * in text)

The meeting was called to order at 6:27PM.

1. Approval of Meeting Minutes of January 21, 2004.

MR. BILL MILL MOVED TO APPROVE THE JANUARY 21, 2004 MINUTES; CHAIR JACK LAW SECONDED; MOTION PASSED WITH MR. NORMAN PERRY ABSTAINING.

2. Environmental Report (D/EIR) Project

• Review of Document by Rick Domas of HTA
Mr. Domas was present basically to respond to any questions or explore any level of detail for the Martha's Vineyard Airport Commission (MVAC). Mr. Weibrecht asked what would be most helpful for the MVAC. There were some missing chapters that would be added shortly and Mr. Domas repeated that he would come back to MVAC meetings as often as was necessary. He emphasized that the Draft/Environmental Impact Report (D/EIR) was a Commission document.

• Questions Related to the Process or Draft Materials
Mr. Mill's questions were answered in conversations with Airport Manager Mr. Bill Weibrecht during the last two weeks. Mr. T. J. Hegarty had some questions but would keep it short, as he knew the MVAC had the budget on the agenda. On page 617 Recommended Roadway Improvements: when Mr. Hegarty was going through the section he felt it was a good start as he had discussed earlier (see 2/2/04 Minutes p.6). However he suggested the same widened line for by-passing vehicles on Barnes Road at the end of North Line Road.

º He also suggested a turn lane coming south on Barnes Road turning onto North Line Road. Mr. Domas clarified this as a left turn lane onto North Line Road and asked for further explanation of the first suggestion.

º Mr. Hegarty explained widening the center line on Barnes Road heading North. Mr. Domas asked if this meant that if a vehicle were turning left from Barnes Road onto North Line Road a following vehicle would be able to swing around behind them. Mr. Hegarty assented comparing it with the intersection on the West Tisbury Road.

º Mr. Hegarty suggested the same for page 618 figure 6xx. Mr. Weibrecht affirmed that this would be the same thing at South Line Road, southbound with a widen to the northbound on both. Mr. Hegarty assented and expanded that it would be a right hand turn coming south up Barnes Road and widening the lane on Barnes Road to relieve congestion.

º And also in the third figure going west on the West Tisbury Edgartown Road adding a right hand turn into the Airport. Mr. Domas to make sure he understood, asked if this was on page 619. Mr. Hegarty agreed saying that people were traveling to West Tisbury. Mr. Domas observed this was a right hand turn, a free turn that a vehicle would just take as it was already over against the curb. Chair Law agreed that there was no change needed there. Mr. Hegarty however came that way to work in the morning and vehicles making the turn stopped traffic. Mr. Weibrecht stated this was sometimes associated with the traffic coming out of the Airport and agreed to take a look at the matter. Mr. Weibrecht added just so that Mr. Hegarty would be aware of it, that one of the considerations on the North Line Road at the end of the Airport Business Park on page 617 was that there was a fire hydrant on the right side of the road as well as a Telco box, that may have been a limiter—although there might be enough space in the shoulder to accommodate the extra lane—and the matter would be considered. Mr. Hegarty asserted that they were talking millions of dollars here and a fire hydrant being moved…and they were talking 900 cars a day projected or something. Mr. Weibrecht understood this he was just noting the issues. Mr. Hegarty would rather have it on paper and not do it, as opposed to not having it on paper and trying to go back and do it. Mr. Weibrecht assented. Mr. Hegarty stated that from what he had learned here it was easier to not do something than it was to switch horses after the select horse was out of the barn. He had a couple other questions but he wanted to get those suggestions out. Mr. Weibrecht asked if his other comments were on the same section. Mr. Hegarty replied that he had read it Sunday morning. Mr. Weibrecht just asked so that Management and Hoyle Tanner Associates (HTA) could have an idea of what else might be needed. Mr. Hegarty stated that these suggestions were the obvious ones and that he had not had time for the rest since other issues had come up this week and he had not had the opportunity. Both Mr. Weibrecht and Chair Law stated this was fine.

Mr. Perry had a lot of definition and explanation questions which he had the opportunity to have answered before the meeting. Mr. Hegarty asked a general question about the endangered beetle and moth species. Mr. Domas and HTA wished to talk a little more with Mr. Weibrecht to refine the mitigation before the written instrument was drafted. He felt HTA and Management had a handle on the issue which was just about complete; it was just a question of what could be done or if the issue could be finessed a little more. Mr. Weibrecht explained that at this point it was a matter of where the mitigation would go and if some long term impact should be proposed.

The other issue for the Airport was the season schedule for soil stripping, which could dictate when it would be possible to do part of the mitigation. The Airport was awaiting answers on this sort of information which would effect, not so much the beetle as the moth. As the nests were in the top soil the season of nesting would mean top soil would be an issue. If the soil could be gotten off the ground before the season the moths would not nest there and it would not be an issue. It was important to make sure everyone including the oversight agency, the National Heritage, was on the same page.

Bay State Environmental subcontractor to HTA was working on that part of the issue and would come back with what their opinions which would then have to be matched with proposed construction schedules. So that was the status so far.

Mr. Hegarty again asked if the Sheriff had been given his copy of the D/EIR. Mr. Weibrecht replied that the Sheriff was provided a copy. Mr. Weibrecht had a discussion with the Sheriff the day after the Sheriff received the copy and Mr. McCormick had no issues. County Manager Winn Davis received a copy that same night (see 2/4/04 Minutes p.7) and Mr. Davis had delivered the copy to the Sheriff the next day and Mr. Weibrecht had heard nothing back from Mr. Davis. Mr. Hegarty said he was on vacation. Mr. Weibrecht assented.

Mr. Mill asked if the fire chiefs had ever come back with the Training Facility design. Mr. Weibrecht replied that yes, they had and actually there would be another working group meeting tomorrow (Thursday, February 19th). Very shortly the MVAC would be able to see what was hoped to be a draft design for the facility. The area was highlighted on the map and was a fairly accurate depiction of what was envisioned. Mr. Weibrecht could not really speak to what the final phase-in would look like. This was one option which was being put on paper. The Airport was trying to get the proposal to agree with the confines of the project so it might look like a typical presentation. Mr. Mill asked about the VOR (the directional navigation system). Mr. Weibrecht replied that the site was outside the 1,000 foot point but other restrictions could not be cleared until the Airport knew exactly what structures were being proposed. Part of this would be the National Fire Protection Association (NFPA) requirements, so that if they came back and said the structures must be steel girders, then some things would have to be changed. Mr. Mill asked if there would be some sort of tower. Mr. Weibrecht assented, the working group meeting would decide what it was that the Airport and fire chiefs hoped to accomplish with the trainings. The MVAC would see on paper that some of those impacts were already included as far as training foams and chemicals and such. The draft would be matched up with all issues and the MVAC would see the document shortly. Mr. Mill stated this was good.

Mr. Hegarty asked if the Training Facility would necessitate a collection basin. Mr. Weibrecht replied that certain aspects of it certainly would and the working group was trying to determine how small they could make the area that would need the collection basin. In other places the group was looking at a recycling system. For example if it was a training to spray a roof, it could be put into an area that could be collected back in and that would provide the drafting practice on the other end of it when it got back into the collection system. Mr. Hegarty asked if it would be hooked up to the septic system.

Mr. Weibrecht stated that no, that whatever was going to be done at the Training Facility at least initially would have to be sucked out and hauled off as hazardous materials. In other instances the materials might be vegetable oils, smoke generation, that kind of thing, that would not include anything that would cross the border into the hazardous designation. The foam would be training foam and the spec sheets have already been pulled on that and compatibility matches were currently in progress so that whatever was used there would either be within a preset threshold or collected and hauled off. Estimations were now being set for how many days of anticipated use and how many people might participate. To a certain extent there might be limitations on what activities could ever be practiced there. Mr. Hegarty asked if the trucks that were discussed for removing the de-icing material (see 1/21/04 Minutes p.9-10) would be compatible for removal of any facility materials. Mr. Weibrecht explained that it would be the same system. However he noted that one of the systems might be as

small as 55 gallon drums. For example if it were a live fire training for a small amount of petroleum based fuel, it might be that there would only be 35 gallons of foam left. So that would immediately be transferred to 55 gallon drums and hauled away according to the different schedules currently in practice. The chemicals could not be mixed (although there might be an advantage to mixing them) it was just that Advanced Liquids (one of the companies that hauled for the Airport) sent different trucks in different sequences. Mr. Hegarty restated that this would mean that it would be a matter of 55 gallon drums as opposed to a 1,000 gallon tanker truck. Mr. Weibrecht affirmed that potentially this could be so, if the housekeeping rules were adhered to. Chair Law thanked Mr. Domas, who thanked the MVAC.

3. Review and Approval

• Airport Budget for Fiscal Year 2005
Chair Law turned the item over to Assistant Airport Manager Mr. Sean Flynn. Revenues having been reviewed in January (see 1/21/04 Minutes p. 3-6 #4) Mr. Flynn suggested beginning with expenses page by page. However Chair Law suggested a quick run through revenues to make sure everyone understood. Mr. Weibrecht explained that the top revenue sheet was a cover summary which was detailed on the following pages.

º There were no questions on service revenues.
º Chair Law asked if anyone had yet taken the place of All Island Car Rental. Mr. Weibrecht replied that the Airport was starting to see interest in the slot. Mr. Hegarty asked why there was no increase in the terminal revenues. Mr. Flynn replied that most of the rents were pre-determined when the Terminal was opened and negotiations resulted in fixed rates for set periods. Mr. Mill asked what the period was. Mr. Flynn replied that the periods ranged from 5 to 7 years. Mr. Mill asked if any of them were coming up for renegotiation. Mr. Flynn replied that all the rental cars would be up this spring and would be put back out to bid. Mr. Mill was interested in the vending machines. Mr. Flynn explained that the vending machines were part of the restaurant package, and that the revenue was tracked separately as a condition of the rental of the machine space.

Mr. Mill asked about taxi rental/commission rates. Mr. Flynn explained that there was a percentage over the annual guarantee. For example, 10% of the $480,000 minimum was $48,000, whereas if the profit were $550,000 the company would owe $55,000. There was a clarification that there was a minimum guarantee. Mr. Hegarty asked that it be explained again. Mr. Flynn responded that with rental cars there was an annual guarantee so that the $48,000 that was programmed in the budget was the minimum amount that the Airport would receive from, say, Hertz. Should 10% of the revenue exceed that number the Airport would get the difference between the 10% and that number in addition. Mr. Hegarty understood this but asked if rental car settlement effected Thrifty, All Island, etc. Management so affirmed that this was true and that it was a combined figure. Mr. Perry asked if past experience was that the Airport beat the minimum. Mr. Flynn replied that the $55,000 number was about right. Mr. Weibrecht went on to say that yes, the Airport beat the guarantees. Since 2001 the curve had flattened out and there had been some consolidations. Also, as Chair Law had asked if there had been any further attention, there were now people starting to express interest in the next spot. At the moment the Transportation Security Administration (TSA) was occupying some of the space and the Airport had had no interest in back filling the slot vacated by All Island Car Rentals. Mr. Hegarty confirmed that All Island did not really exist anymore. Mr. Weibrecht so affirmed. Mr. Perry asked if

the Airport limited the number of vendors in one particular specialty such as rental cars with a maximum of 5. Mr. Weibrecht replied that actually the base was 4 companies. Mr. Flynn elaborated that when it went out to bid the MVAC might still see only 3 companies, depending on who was in the market. For example Thrifty usually dropped out of any market that Enterprise entered. This meant there was no guarantee of there being 4 companies on the other hand there might be 6. Mr. Perry noted that this might grow as the Airport grew. Mr. Perry had read somewhere about transporting people up to the Airport to pick up and drop off their rentals. Mr. Weibrecht assented and noted there were limitations as to storage and serviceability. In addition as mentioned above there had been consolidation and mergers in the industry with companies buying each other so that what was two bidders was now one bidder. Mr. Hegarty confirmed that Hertz, Budget and Thrifty all renegotiated this spring. Mr. Flynn assented.

Mr. Hegarty asked whether the restaurant was 7 or 12 years. Mr. Flynn stated he did not remember. Mr. Flynn knew that there was a renewal clause in the lease, so to be honest he did not remember the exact date. Mr. Weibrecht explained that the terminal leases were all bid at different times for different reasons; for example the restaurant lease had to be bid out prior because it had to be fitted out during construction.

Mr. Hegarty asked what was happening with the TSA building (see 4/2/03 Minutes p.1-2). Mr. Weibrecht replied that this project remained a nemesis. Comark was still on line to provide the building and was trying to get numbers back from the local contractor to do it. However, they ran into issues in Nantucket which they became afraid of for the Vineyard: transportation, availability of workers, etc. So hopefully maybe by the second meeting in March Mr. Weibrecht would be able to bring something back to the MVAC. In other words Comark was in the process of negotiating with the subcontractor to do the installation and transportation.

Mr. Perry asked what the TSA was. Mr. Weibrecht explained that the Transportation Security Administration was the tenant; GSA was the Government Service Agency that was providing the space for them. For Mr. Perry's understanding, the Airport was looking to put up a pre-fabricated building for 3 to 5 year use that would be right outside the General Aviation (GA) terminal. The process had worked in other locations and the delay was due to the Island factor meaning it had not come together very quickly. Everybody was "screaming for it." There were no other questions on the terminal revenue.

º On Non-Aviation Properties Mr. Mill asked if the Mobil station second lot development was included in the projection (see 1/7/04 Minutes p1-3 #2). Mr. Flynn replied that the revenues would not be included in projections until Mr. Rotondo signed the lease, and Management still did not know if he would do so (hence there might be a windfall at the end of the year.) [In audible question] Mr. Flynn replied that it was just a one year lease that would expire.

º There were no questions on the Aviation Side Rents.

º There were no questions on the Waste Water Revenues.

º Mr. Hegarty asked if the Water bills had gone out yet. Mr. Flynn replied that as rates were voted into effect January 1, 2004 the first bills would go out at the end of March. Mr. Hegarty asked about the arrears. Mr. Flynn anticipating the questions explained that the arrears would go out with that first bill. Mr. Perry asked if this accounted for the 52% rate change. Mr. Weibrecht replied that yes, the Airport was basically carrying the back expenses. Mr. Weibrecht promised to email Mr. Perry the whole package on Water and Wastewater rates.

Chair Law then moved on to the 2005 Proposed Expenses.
º Chair law stated that as mediation was ongoing the salaries for Mr. Weibrecht and Mr. Flynn would be kept in escrow just as last year so that when the matter was settled the money would be there whatever happened. Mr. Flynn confirmed that Chair Law would like Mr. Flynn to place that money back into the New Wages Reserve line item. Chair Law affirmed this and restated that depending on the outcome Management would know it was there, and checked that the MVAC was all right with this procedure. The MVAC consented.

º Mr. Perry asked about the Security line. Mr. Weibrecht did not remember details but the line item would be associated with the police officer for the screening area. Each of the rest of the employees had their own expense line item which started on the front page. Occasionally the Commissioners might see an example such as the New Facilities and Grounds line which so called because there was not currently an employee in that position. The MVAC had authorized that position back in October (see 10/1/03 Minutes p.5-8 #3) but as there had not yet been a supplemental budget from the County the Airport had not been able to hire that person. At the time that the person was hired they would get assigned a final number and a name for the budget line item. It was also explained that because of the way the County's master budget software program worked, the MVAC would see a person's name carried for about 3 years after they had ceased to work for the Airport; i.e. the Treasurer's software would carry the named line item for three years after termination at 0 balance.

An example of this was at the top of the page where Cindy Dauphinais, who retired December 1, 2003, would be seen as a line item for the next two budget seasons until the software timed out. In this Budget Draft Version 3.0, Management did not have the specific names and numbers of replacement staff, but they were now known and would be inserted in the final version along with an indication of who that person was replacing.

º The temporary and permanent part-time employees were listed by classification based on how long they were with the Airport. The temporary employees were, in essence, the summer staff with the job title of Assistance Airport Operations Specialist. There were two permanent part-time employees as well.

º Overtime was inclusive of all employees overtime.

º Stipends were associated with additional qualifications above and beyond the contracted skills necessarily required for that job. An example would be an employee who was also an Emergency Medical Technician or Paramedic or, if an employee was not required to be a firefighter by their job description but had fire fighter certification they would receive an additional stipend.

º Holiday pay separated out those hours that the Airport paid for a holiday or were paid out in lieu of a holiday, from overtime pay. It was difficult to track how much was due to a more than 40 hour work week (due to a day like today owing to snow) versus who was getting time and a half for a holiday, such as July 4th where everybody received time and a half by contract.

º Medicare, Retirement, Health Insurance and Life Insurance were only part of the program for active employees and not for inactive employees such as retirees, who had their own benefit line.

º Worker's Compensation, Unemployment Taxes and Longevity were all required and done on a percentage of payroll.

Mr. Perry asked if the standard employee week was for 40 hours and Mr. Weibrecht replied that it was correct, the Airport ran on a 40 hour week. Mr. Hegarty asked if the new position had been presented to the Advisory Board. Mr. Weibrecht replied that there had not yet been an Advisory Board meeting and that he shared frustrations. The Airport had been asking for an Advisory Board meeting. Mr. Perry asked what the Advisory Board was. Mr. Weibrecht explained that one representative of each town's Board of Selectmen sat on the County Advisory Board. Mr. Hegarty asked if someone should hit him on the side the head or if Cynthia Dauphinais was related to Cindy Dauphinais. There was brief clarification by the other Commissioners that it was one and the same person, who had just retired. Mr. Hegarty asked if a replacement had not recently been hired. Chair Law repeated the explanation that County Treasurer Noreen Flander's software carried line items for three years after termination, so that was why the line was still on the budget. Mr. Flynn further repeated that the replacements had been hired (see above) and Management did have the names for the next budget version. One employee was out in the terminal at the moment: Suzanne Coffi and the other was Elaine Mercier who would be shown directly below the lines. Mr. Hegarty asked if there were two jobs to fill. Mr. Weibrecht so confirmed; Eileen Wulschlager, known as Charlie—to avoid name confusion, left in October, 2003.

º Mr. Hegarty asked why the telephone bill went up 50% when everyone's prices were coming down. Mr. Flynn explained that the addition of a T1 line was included. Mr. Hegarty asked if the Airport was supposed to get the Adelphia deal. Mr. Flynn responded that unfortunately Adelphia did not have a guarantee on repair or quality of service. The Airport needed to have a service with a guaranteed fix time and a guaranteed service strength, which Adelphia did not offer. For ordinary internet service Adelphia would be adequate but the Airport was running their whole operation system and cash flow from the credit cards through the web. Mr. Weibrecht went on to say that the tariff and commitments made under the Verizon DSL was the same way in that they could say thanks, but no thanks Verizon (or Adelphia) was under no obligation to repair the line. So if the Airport internet service were to go down (due for example to a car accident) during the July 4th weekend the Airport would experience a severe attack on its cash flow.

It was expensive but it was really the only option there was at the moment. If it could be done more cheaply Management would pursue it. Mr. Hegarty noted they could just run a cable into the County account. Mr. Weibrecht responded that for normal internet access that would be fine. Chair Law emphasized that the County did not do any business on their line, and pointed out that when Adelphia went down for those two weeks the County really decided they did not want to use it for business. Mr.

Flynn noted that there was a move to keep businesses away from those internet gateways that were running across their system.

º Mr. Hegarty asked why there was a 500% increase in Paved Areas. Mr. Weibrecht replied that this was for crack sealing. The Airport had some patching and serious crack sealing that needed to be addressed and those were the biggest issues the Airport was facing at the moment. There were cracks opening up and approaching intolerance along the shoulders of both the runways in what's called the slurry seal areas which had to be corrected. There were other areas especially on the ramps, which in some cases had pieces that were 30 years old. There had already been two ankle twists. Mr. Weibrecht had photos which he would bring to the next meeting. Mr. Hegarty noted similar problems could be seen even on the County Roads and Barnes Road. Mr. Weibrecht explained for the MVAC's information that in the past Massachusetts has had a Statewide Crack Sealing Program which handled the runways themselves so they were in fairly good shape with only a few spots that needed attention. However, the State program had not covered these other areas which were adjacent to the runways and/or the ramps. In addition the State did not know when it would institute the next Statewide Crack Sealing Program.

º Mr. Hegarty asked if the reduction of County Debt would finally be resolved. Mr. Weibrecht and Mr. Flynn responded that this was actually the straight bond payment. Management went on to explain that this was the annual payment for the bond for the Terminal Building Construction Project. Mr. Hegarty asked how long that would go on. Management replied that it was a 15 year bond however at the 12 year point the Airport would pretty much be finished with it because as a requirement of the bond rating the Airport had been forced to put money into a reserve Stabilization Fund; so in essence the money for the last three year balloon payment has been sitting in the Stabilization Fund.
the record that, at the time of the Bond, since the County and the Airport could not come to an agreement on projected revenues, a fixed bond was imposed which had a penalty for pre-payment. So there was no advantage to early payment other than not carrying it on the budget. Consequently, this was the only option the Airport was left with at that time.

º Mr. Hegarty asked about the 50% rise in the Miscellaneous Equipment line. Mr. Flynn explained that the power on the Airport's Ops 4 1984-86 International dump truck had degraded and it had to be replaced for an estimated $110,000. Mr. Hegarty asked about other trucks and a sander. There was a general discussion on clarification. Mr. Weibrecht noted for the record that Management had tried the surplus truck route but the rate of exchange was not advantageous. Mr. Flynn noted that Management and the MVAC had discussed a new Waste Water truck and there was still a need for a truck with a change. Mr. Weibrecht listed various trucks:
- a truck for a de-icer was a separate matter,
- the waste water truck would be like the gas company trucks that had a winch in the back to pick up bottles, pumps, fire hydrants, fire boxes, etc.—Chair Law noted they had the same thing in Oak Bluffs;
- the Airport did purchase a small new sander which was now on the back of the Ops 2 truck.

º Mr. Hegarty asked about the 700% rise in the Computer line. Mr. Flynn explained that this represented the back half of the T1 line: the installation of a server and the purchase of server software to be placed on all the computers, as well as a workstation. Mr. Hegarty asked this meant the Airport would have an integrated system. Mr. Flynn maintained that the system was integrated now, but it was a small office integration and the Airport was running some very large systems across the network. So

the new system would be a separate file server and separate program server. Mr. Weibrecht explained that the Airport was currently using a PC as a central server. Mr. Hegarty asked if this work/purchase went out to bid. Mr. Flynn replied that no, actually there were 3 companies that had the Statewide bid right now; i.e. Mass State had already put out the bid. So the Airport would hire an installation company and purchase the equipment from the Statewide bid choices. Mr. Hegarty asked if Management would price the three companies out. Mr. Flynn responded that of course, absolutely. Chair Law inserted that whichever company met the Airport's needs would be chosen, as different companies had different extras options, etc. Mr. Hegarty stated that he had to do that with his new computer, to get the biggest bang for the buck. Management also noted that the companies could be played off each other. Mr. Hegarty assented citing the purchase of the County truck program that did this and the County even went off the Statewide bidders in case someone were to be underneath the Statewide price they could get the contract, however the Statewide bidder came in $500 beneath the outside bid.

º Mr. Hegarty asked about the 150% increase in the Capital Projects. Mr. Weibrecht described this as essentially the matching funds for any Airport Improvement Project (AIP); in other words this was 2.5% for the Airport's share of the Federal and State grant moneys (see 2/4/04 Minutes p.7 #6) which had to be dedicated in order to apply for and accept the grants. Typically the Airport allotted some amount of expenditure at a 20% match in case a Statewide program was adopted. If this did not come to pass the money was re-allocated into the following year.

º There was a brief joke on Waste Water Operator's decrease. Mr. Hegarty asked if the Waste Water plant would tie in to the new computer system upgrade that was the 718.3% Computer increase. Management replied that yes, Waste Water would be on the system and that if the workstation were not purchased this year it would be purchased next year. Mr. Flynn reviewed the line item history: when Management first got to the Airport they started to replace all the old computers and Waste Water was then up for replacement being about 4 years old. Mr. Hegarty asked how the system would work since there was a distance between the GA building which would house the server and the Waste Water plant. Mr. Flynn replied that Waste Water would be able to dial into the server. There was some explanation on systems, that culminated in Management explaining that Waste Water would have to dial into the system, and that there were a limit on splits.

º Mr. Hegarty asked about Miscellaneous Equipment. Mr. Flynn responded that it was a capital purchase in anticipation of needed upgrades. This year 2 pump motors, 2 dry motors, 1 pump, a furnace blow motor, and all the Business Park meters had been purchased. Mr. Weibrecht added that the line also included testing equipment needed for the new Water District, to take over the testing currently done by Rizzo Associates – sampling the water wells to monitor PCE presence. Some additional equipment such as specialized pumps would be needed for this. Mr. Hegarty asked if Management were telling him that the County was now going to have two water testing facilities. Management replied that no, it was to sample the water out of the wells (there were ground water wells all over the Airport). Currently the Airport hired Rizzo as the site professional who had developed a regime that acted in two senses, 1) it met with State PCE requirement for State drinking water standards and 2) it acted as an early warning system that was part of the EIR process. For example there were some pumps that had to be sampled quarterly, plant discharge requirements were for monthly testing, etc. Mr. Eldridge then explained that the samples were sent out to the lab that was State Certified for the specific tests. Mr. Hegarty asked if Mr. Eldridge had talked to County Biologist

Robert Culbert at the County Water Testing lab. Management and Mr. Eldridge replied that they had. Mr. Eldridge explained that the State had a list of all the certified labs and what tests each could do, so that any water tests done at the Airport had to meet those guidelines. Mr. Hegarty asserted that expending the funds was redundant when 200 yards down the road there was a testing laboratory, and that the situation brought up questions. Mr. Weibrecht stated that indeed it did bring up questions that the Airport could not send water to the County Lab for certified testing. Mr. Hegarty said he knew and he understood that but asked again if Mr. Culbert had been consulted. Mr. Weibrecht responded that at the last check the test might be possible if the County Lab's water testing machinery were to come on line but the machine would have to be certified by the state. Mr. Weibrecht had not heard in the last month what the machine's status was. Mr. Hegarty asked if this was the machine that was in question. Mr. Weibrecht assented but added that even with the machine functioning fully it still could not perform all the tests that the Airport would need, from a couple of standpoints neither the PCE's nor the ground water in general. He wanted to explain to Mr. Hegarty why the Airport was not using the County Lab so that Mr. Hegarty would understand the matter.

The Airport had used the lab for some testing but right now sending off-Island was the only option the Airport had. Mr. Eldridge had samples from 43 different parameters, water samples and waste water samples and now there would be even more with the addition of the former Rizzo samples. The latest update was that the County Lab was only certified for one test, and getting certified was a lengthy business involving lab procedures, paperwork / paper trails, machine calibration, proper environmental controls, specialized training and the director had to have the correct educational degrees.

There being no other questions Chair Law called for a motion. Mr. Flynn requested that the motion include that the possibility of a few minor adjustments such as in Health Insurance—which would actually go down—as suggested by the County Treasurer on both the expense and the revenue sides in order to create a balanced budget. **MR. MILL MOVED TO ADOPT THE BUDGET AS PRESENTED WITH THE POSSIBILITY OF SOME MINOR CHANGES WITH THE COUNTY TREASURER'S APPROVAL.** Mr. Hegarty asked if this included the adjustment of the Management salary increases into escrow. Mr. Flynn and Chair Law explained that this had already been done at the outset of the meeting as noted by Chair Law and agreed by Management and the MVAC. Mr. Hegarty repeated his question as whether a motion had to be made to put that aside. Chair Law suggested he make a motion. **MR. HEGARTY MOVED TO PUT ASIDE MR. WEIBRECHT'S AND MR. FLYNN'S FY2005 REQUEST INTO A RESERVE FUND PENDING LITIGATION AND MAINTAIN THE FY2004 SALARY LINE.** Mr. Flynn corrected that this money had actually been put in the New Wages/Reserve line. **MR. HEGARTY STATED THE MOTION WAS ADJUSTED ACCORDINGLY.** There was a procedural clarification on whether this was an amendment to the original motion or a separate motion. **MR. PERRY SECONDED MR. HEGARTY'S MOTION; MOTION PASSED UNANIMOUSLY.**
- MR. HEGARTY SECONDED MR. MILL'S MOTION; MOTION PASSED UNANIMOUSLY.

4. Airport Manager's Update

While Mr. Domas was at the table Mr. Weibrecht thanked him for his work, as the Airport received a direct grant today for $23,410 that was the State share of the Draft and Final/EIR. The State had a supplemental revision to their budget which allowed them to commit to a vote today for their share. Accordingly Mr. Domas and Mr. Weibrecht today presented to the Mass Aeronautics Commission

(MAC). HTA did a fantastic job as did Fennick & McCreedy with an overview of the Terminal Two (GA) building. –Mr. Weibrecht reviewed for the MVAC that as the State had informed the Airport that they were able to fund their 2.5% of the project (see 2/4/04 Minutes p.8), last month the application was put in for this grant. In August, 2003 the Airport voted to cover the State's share of the project assuming that the State would come up with the funds (see 8/26/03 Minutes) which it had now done.

Chair Law wished Mr. Mill a happy birthday being as the MVAC had dragged him from his house during the celebration. Mr. Perry asked if the D/EIR was still open and would still be discussed. Chair Law affirmed this absolutely. Mr. Weibrecht laid out the schedule such that the missing chapters would be presented at the next meeting to give the MVAC a chance to discuss them and certainly by the second meeting in March it was hoped that the MVAC could close their D/EIR discussion to give Management and HTA time to address all final comments and get the report into its final form for submission on April 15th. Mr. Perry asked about further clarification questions. Mr. Weibrecht stated he was welcome to call or email, although email was perhaps the best method as all questions could then be distributed back out to all Commissioners so that everyone could view the same questions and the same answers. So if comments could be addressed in that way Management would appreciate it.

5. Adjournment

MR. MILL MOVED TO ADJOURN AT 9:40PM; CHAIR LAW SECONDED; MOTION PASSED UNANIMOUSLY.

Mr. Weibrecht received the Government Accounting Standards Board (GASB) 34 draft report today after American Appraisal spent 3 days on site inventorying all capital assets over the cut-off value. The report would be sent to the County Treasurer well in time for the end of February deadline, and would be considered at the next meeting.

Documents on file:
Agenda 2/18/04
Sign In Sheet 2/18/04
MVY Airport FY 2005 Revenue Projections Ver 3.0
- Service Revenue
- Terminal Revenue
- Non-Aviation Properties
- Aviation Side Rent
- Waste Water Revenue
- Water Revenue

MVY Airport FY 2005 Proposed Expenses Ver 3.0