

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

**March 17, 2004 5:00 pm  
Martha's Vineyard Airport**

Notice of Such Meeting having been Posted as Required by Law.

Present:

Airport Commissioners: Chair Jesse B. (Jack) Law, Vice Chair John Alley, Frank Daly,  
T. J. Hegarty, Leslie Leland, William (Bill) Mill, Norman Perry\*

Dukes County: E. Winn Davis- County Manager;

Airport Staff: Bill Weibrecht - Manager, Sean Flynn - Assistant Manager,

Others: Marni Lipke – Recorder, Fred Natush - MVTV

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

The meeting was called to order at 5:10PM.

Chair Jack Law introduced Dukes County Commissioner Mr. Leslie Leland as the new Airport Commissioner taking Mr. Nelson Smith's place (see 3/4/04 Minutes p.4-5). Mr. Leland expressed his happiness to be a part of the Martha's Vineyard Airport Commission (MVAC) and was looking forward to serving.

1. Approval of Meeting Minutes of February 18, 2004.

**MR. BILL MILL MOVED TO APPROVE THE FEBRUARY 18, 2004 MINUTES; MR. T. J. HEGARTY SECONDED; MOTION PASSED WITH MR. LESLIE LELAND AND MR. JOHN ALLEY ABSTAINING** due to absence. Airport Manager Mr. Bill Weibrecht mentioned that March 3<sup>rd</sup> Minutes had also been sent and anyone needing further copies could let him know.

\*Mr. Norman Perry entered the meeting at 5:13PM.

2. Request for Approval of Sublet

- M. Peter Rogers to Michael M. Halbreich
- Office Space within Daniel and Rogers Building
- Airport Business Park Lot #22, #7 North Line Road

Chair Law and Mr. Weibrecht explained that Mr. Michael Halbreich had totaled his car the day before in Chilmark. He had been unable to attend the last meeting as his daughter's appendix had burst (see 3/4/04 Minutes p.1#2). Mr. Halbreich had wanted to be able to attend the meeting and Mr. Weibrecht spoke with his office both yesterday and this morning, however, Mr. Halbreich had called about 4:30 to say he was still under the weather and did not feel up to making an appearance. Mr. Weibrecht stated he would like to at least address the issue and ascertain the MVAC's will.

Chair Law asked him to proceed. Mr. Weibrecht reported that Mr. Halbreich had become a permanent Island resident in the last year and that he operated about 7 video conference centers throughout the country. These conferences worked through computer and satellite technology and were not a readily available service on the Island. Management found this specific type of business was neither included or excluded from the Business Park Rules and Regulations probably due to the fact that such technology was not considered in 1986 when the Rules and Regulations were drawn up. However the business could be said to fit into the Regulations on two fronts:

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- 1) Mr. Halbreich reported that about 30% of his business was with construction contractors and in this respect it could be seen a construction and trades related business,
- 2) part of Mr. Halbreich's business was the production of artistic and news videos in a studio space which fit the artisan space provisions.

Management felt therefore that the sublet was consistent and plausible and would have a low impact on the Business Park. As far as vehicle traffic was concerned the office was likely to be manned about 3 or 4 days a week, although the phone would be open during regular business hours. The suite set up consisted of two rooms, an office and a studio and the equipment was mainly a satellite dish—about the size of a regular home dish— attached to the side of the building. Although Mr. Halbreich could not be present Mr. Weibrecht suggested the Board discuss the situation, and welcomed any additional questions or requests for information.

- Mr. Alley asked about the reference to network television feeds (see documents on file). Mr. Weibrecht explained this referred to the taping and output of local alternative news. Mr. Daly later asked Mr. Weibrecht if the "alternative news sources" might hurt the Airport. Mr. Weibrecht replied that it was likely to be locally produced news possibly downloaded from other locations, and was not the standard news offered in most satellite dish packages. Mr. Mill expounded that a lot of stories seen on the local newscasts were actually produced away from Channel 5, 7 or 4 and were marketed out to other stations all over the country. A lot of the healthcare video stories were not produced by Channel 7 in Boston but were done in another location. The same story could be seen in Salt Lake City or in San Francisco or in Houston if they chose to buy it. In the last 7 or 8 years those TV stations which were heavy on news had become a big market for acquiring a good local stories. Such stories might be on the Vineyard or might be on companies Mr. Halbreich worked with but it was produced here and sent out. Mr. Daly clarified that these he was inquiring more as to any stories that might bring controversy or were x-rated. Mr. Weibrecht stated that no such material had been mentioned and the productions were described as news stories although Mr. Weibrecht could ask Mr. Halbreich directly if the MVAC so requested. There was a brief general conversation on night activity and a possible codicil and Mr. Alley pointed out that the office was manned and that a program could not be produced without someone being there. Mr. Weibrecht agreed this was right and explained that a client might schedule time for anything produced internally and Mr. Halbreich's staff would be there in person to operate the video conferences.

- Mr. Frank Daly noted that Mr. Weibrecht had already answered one of his questions on the size of the satellite dish. His other question related to power consumption as it regarded this sub-lease and in regards to any power problems with the Business Park in general. Mr. Weibrecht replied that there were no problems with single versus three pays and that Mr. Halbreich had not stated or requested any special power/electrical requirements. The rest of the building was occupied by Daniels and Rogers which did require high voltage for pumps and such things.

- Mr. Mill asked if the tenant would use the Daniels and Rogers restrooms. Mr. Weibrecht replied that the bathrooms were upstairs as originally approved in the plan for the office suite.

- The Board agreed with Management that there would be no substantial impact and confirmed that there would be no sleeping on premises and that it was a simple conversion from two offices to an office and a studio.

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Chair Law asked if the Board still wanted to have Mr. Halbreich present or if they wanted to vote the issue. Mr. Weibrecht also noted that the sublease had been submitted to Airport Counsel Marcia Cini in accordance with standard practice. **MR. ALLEY SO MOVED TO APPROVE THE SUB LEASE BY M. PETER ROGERS TO MICHAEL M. HALBREICH FOR OFFICE SPACE WITHIN THE DANIEL AND ROGERS BUILDING ON AIRPORT BUSINESS PARK LOT #22, #7 NORTH LINE ROAD PENDING SUBLEASE APPROVAL BY COUNSEL; MR. MILL SECONDED.**

- Mr. Hegarty asked if there would only be one dish. Mr. Weibrecht affirmed this. Mr. Hegarty suggested it be limited to one dish. Mr. Weibrecht said this could be done and the matter brought back to the board if there were further needs. Mr. Hegarty repeated that the dish restriction would be added to the lease. Mr. Weibrecht replied it would be included in the approval letter. Assistant Airport Manager Mr. Sean Flynn noted that this was essentially an approval request for alteration of the building so the letter should be sufficient.

- Mr. Norman Perry asked how a sublease worked and if it was financially transparent to the Airport as well as transparent on other issues. Chair Law explained that the MVAC approved the sublease however the tenant kept the profit. Mr. Flynn qualified this by saying there were a few leases that allowed the Airport to assess a fee or collect revenue off a sublet but not very many. Mr. Alley explained that the MVAC could regulate lot/sublet use. To conclude the matter Chair Law called the vote, **MOTION PASSED UNANIMOUSLY**. There was a brief humorous exchange on the hazards of asking Mr. Halbreich to a third meeting.

### 3. Airport Manager's Update

- Fire Training Facility Update

Management met with the Fire Chiefs on Monday (March 15<sup>th</sup>) to discuss the fire facility proposal which was distributed to the MVAC at the last meeting. The Fire Chiefs accepted and endorsed the proposal (which had been developed by a subcommittee) with very few questions. Mr. Weibrecht stated he was ready to take any MVAC questions on the plans. He pointed out some final language written within the Draft Chapter 3 received tonight (see documents on file) which was identical to the stand alone document received previously. This language would also be added in another section.

The language described the potential use of the facility, potential impacts, etc. and would basically put the flag up for future permitting requirements.

- Mr. Mill reported that the Fire Chiefs' only questions were concerning the assessment of the rents and Mr. Weibrecht had answered this question to their satisfaction, although such rent had not yet been determined.

- Mr. Weibrecht went on to explain that finances would be worked through a consortium that would manage and regulate the property. Capital improvements still needed to be considered; in fact the nuts and bolts of the consortium agreement was the next order of business of the subcommittee.

- Mr. Leland asked if there would be a rent assessed to each town. Mr. Weibrecht and Mr. Mill explained that a consortium was planned which would represent all 6 towns and the Airport. The consortium would be responsible for the rent and a working agreement would be needed on how that rent was determined and allocated along with capital improvement costs and operating expenses. Management had already sent out a request to 5 or 6 regional fire training facilities across the country

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as to what their organizational documents looked like. Management and the working group would examine these and come back to the MVAC. Mr. Weibrecht offered to answer any specific questions on the facility or the previous information.

- Mr. Hegarty, noting that the rent issue could be addressed later, asked if building expenses and capital improvements would be born by the fire departments. Mr. Weibrecht replied they would be born by the consortium. Mr. Hegarty then continued that capital improvement that may or may not be left at the end of the lease... but no one really saw the end to this lease. Mr. Weibrecht stated the use—as much as anything—would dictate when there would be an end to some of the facilities. For the most part the structures were very simple and one of the things that had to be worked out in the consortium agreement was how capital improvements would be dispersed at the end.

- Mr. Hegarty then asked his other question about toilet facilities and hooking up septic and electricity. Mr. Weibrecht said that this also was something that had to be addressed. It had been a major subject of discussion with the working group so that initially the facility was planned as simply as possible with the use of generators and port-o-lets. As the matter proceeded the group would decide which capital improvements were required to happen and when.

- Mr. Hegarty asserted that part of their presentation was to attract other people for education purposes from off-Island and to invite them down then expect them to use the outhouse... Mr. Weibrecht responded that as the group looked at impacts it had agreed that it was not necessarily planned to be a marketed enterprise. However, such a factor had not been excluded if it worked within the given description, and it might be a way to fund improvements should it work out. Mr. Hegarty thought that was one of the basis for the facility, not only to save by not having to go off-Island but also to invite others here. Mr. Weibrecht stated that it was mentioned, but the document as presented and approved by the working group / subcommittee and the Chiefs did not speak to it.

Further, Mr. Weibrecht had not seen any projections of revenue, although that of course would be helpful. However he continued that the ability of the Chiefs to attract others to the site was not clear, especially as they had a hard time even scheduling Mass State instructors to come down for local trainings; this was partly because they did not have a facility adequate to the training which might be clouding the marketability issue. At any rate no such proposal was contained within the plan nor did the working group/subcommittee specifically address the issue. Later in the discussion Mr. Davis noted that the Barnstable facility was well-used by outside groups.

- Mr. Daly asked if the term 'course' meant something like a week's course where the trainee would bring their family down and vacation as the course was being taken or was it a one day course. Mr. Weibrecht replied that they would typically be one day courses. There might be multi-day courses but they would be primarily geared towards unpaid fire fighters from the Island. The real issue was that unpaid town firefighters had to take time off from private jobs or lose revenue from their businesses each time they went off-Island for training. This meant that off-Island trainings were fairly prohibitive. This situation was very different from a large municipality such as Boston which would send 4 paid people to Stowe, MA or elsewhere for a training course. Consequently the major issue remained the savings to Island firefighters. A multi-day course might be two consecutive training course days for the same group but Management did not envision a big draw from off-Island.

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- Mr. Daly's second question was if the group had planned to have showers. Mr. Weibrecht answered that the building could ultimately have a shower which would certainly be desirable for emergency purposes. Mr. Daly then reminded th Board that if there were showers during winter use the building would need to be heated. Mr. Weibrecht agreed that all those issues needed to be addressed, however a shower was certainly not included in the beginning plans.

- To back up what Mr. Weibrecht had said, Mr. Leland related that he had gone to Firefighter One Training on the Island. Firefighters trained two nights a month going all over the Island to Chilmark, Aquinnah, Oak Bluffs or wherever and then every third weekend in a hands-on session on each study subject which was also shifted around the Island from Vineyard Haven, to Oak Bluffs to Edgartown. Mr. Leland had long been a proponent of having the Facility in one place. Shortly after, Chair Law noted that the firefighters also brought a lot of equipment and trailers with them. Mr. Leland agreed and expressed how nice it would be to go to a centralized location.

- Mr. Weibrecht added that simple things had also been included in the proposal such as ComEx boxes for each of the six towns so that spare training gear could be stored on site or whatever else.

- Mr. Leland then asked about grant money. Mr. Weibrecht replied that the next piece of the project would also be to look at grant money, and that the Towns needed to figure out how to proceed on the issue.

- Mr. Leland noted that there was still a lot to be done on the project. Mr. Weibrecht readily assented noting that it was very clearly laid out in the letter that this was only step one and as yet the working group did not even know what studies needed to be done. The project was started in 1986. Mr. Leland remembered this.

- Mr. Daly asked for the dimensions of the building. Mr. Weibrecht responded that it was 250 ft. by 800 ft.

- County Manager Winn Davis asked if there would be a burn facility on site. Mr. Weibrecht replied that yes, initially the proposal was for a least impact method burn but that it would eventually go to propane. Ultimately there would be a two story structure, nothing higher than 34 ft. except for when the ladder was actually working which would have to be coordinated.

- There would have to be a scheduling officer, a maintenance officer and people with responsibilities for certain tasks. Who could use the facility, when and how. Both the working group and the chiefs understood that all the above issues would have to be addressed before the project could be taken to the next step.

- In concern for the Airport as the leaser of the land/facility, Mr. Perry asked if liability insurance would be separate. Mr. Weibrecht replied that liability would be the consortium's concern and obviously the Airport as a part of that consortium, would protect its own interest.

- More importantly, probably the more significant concern in these types of facilities—as voiced by others but also of primary concern to the Airport—would be the environmental impacts that have been associated with some of these training facilities in the past. This would be of the utmost concern as the facility would be sitting on property for which the Airport was ultimately responsible.

Chair Law asked if there were anymore questions. Mr. Weibrecht offered that the MVAC could choose to endorse it or could vote it as part of the larger Draft / Environmental Impact Report (D/EIR) package. Mr. Alley suggested and **IT WAS THE CONSENSUS OF THE MVAC TO APPROVE THE CHAPTER AT THE NEXT LEVEL, I.E. THE COMPLETE D/EIR.** Mr. Weibrecht was fine with this as the Chiefs had only just endorsed it Monday and any changes would still have to be incorporated.

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- D/EIR Process Update

Management and Hoyle Tanner Assoc. (HTA) had been trying to get the D/EIR put together by March 12<sup>th</sup> —a little less than a week ago—however they were still awaiting agencies' review or denial to review, three different chapters (see below). In the meantime progress was made in meeting with the Sheriff to review questions or comments received through the Environmental Notification Form (ENF) filing and the Notice of Project Change filing each of which raised certain questions regarding the jail. These questions will be answered by the Sheriff and were due back to Airport Management next Tuesday (March 23<sup>rd</sup>) The responses would then be incorporated into the reports. As part of the larger project, Management was now going through, addressing and finalizing all the comments that were received—of which 2 to 4 questions were about the jail specifically.

- The Fire Training Facility would now be included at two different spots within the D/EIR. Mr. Weibrecht would take any comments on this Chapter 3 as soon as possible for incorporation and although there still might be some final changes the draft is fairly close to a final draft document.
- Recent good news was that one of the Mezzo scale air sample and analysis that was required by the Secretary had now been waived as the Airport did not trip the threshold that would require it. The threshold was based on vehicle movement and average daily trip numbers which the Airport did not meet. This request to waive took a long time but was worth the effort. The agency just responded in writing so it could now be incorporated in the D/EIR.
- Chapter 5 on still water and drainage was awaiting review by the Department of Environmental Protection (DEP).
- Chapter 15 on mitigation measures was awaiting the review or reluctance to review from Natural Heritage.
- Chapter 16 on Federal Environmental Assessment (EA) was awaiting information from Chapters 5 and 15, so that although it had most of the information required it still needed details such as what impacts there were to endangered species, etc. This combination was shown to both sides and submitted to the Federal Aviation Administration (FAA) in accordance with an inter-agency agreement in which the Environmental Protection Agency (EPA) required the FAA to perform an environmental assessment on certain projects.

The Airport has lost some ground and the net effect was that the project would likely be about two weeks behind. Mr. Weibrecht asked for an indication from the MVAC as to how long they would need to review the three chapters of new information. There were two filing deadlines, one on April 15<sup>th</sup> and one on April 29<sup>th</sup>. Mr. Weibrecht emphasized that he would like everyone at the table to have time to review the information without feeling rushed; although at the same time the Airport was trying to keep to this original schedule, however, the loss of two weeks would not be the end of the world.

- He repeated that he would like to get the Board's feeling on a 10 day to 2 week time frame. This meant Management would wait for the agencies' yes or now for the next 7 to 10 days and if no such response was forthcoming the client group—including FAA and Mass Aeronautics Commission (MAC)—would have to make some decisions. The final draft of the D/EIR would then be brought back to the MVAC. In this way the work could still be completed by April 15<sup>th</sup> however the result would be that the Commissioner's review time would be shortened.

- The next meeting was 3 weeks away on April 7<sup>h</sup>. Mr. Weibrecht asked: if the Commissioners were to have the material by Friday, March 26<sup>th</sup> would they feel comfortable reviewing it in the intervening 10 days.

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- Mr. Mill asked how big a package it would be. Mr. Weibrecht estimated 45 to 60 pages.
- Mr. Alley immediately asserted it was not enough time.
- Mr. Weibrecht consented and planned to submit the report at the April 29<sup>th</sup> deadline. Management hoped to present the MVAC with the final package on same Friday deadline of March 26<sup>th</sup> – 29<sup>th</sup> for a vote not earlier than the second April meeting on the 21<sup>st</sup>. Mr. Alley asked if this was the second meeting in May. Mr. Weibrecht corrected him that it would be the second meeting in April with the material delivered to the Commissioners within the next two weeks.
- Mr. Mill asked if a special meeting could be called to make the April 15<sup>th</sup> deadline. Mr. Weibrecht agreed that this could be done however the review time would not change much. Mr. Mill asserted he would be agreeable, if Mr. Weibrecht wanted to make the April 15<sup>th</sup> deadline. Mr. Weibrecht stated he was more concerned that the MVAC was comfortable with the document than with meeting the April 15<sup>th</sup> deadline. There was a brief general correction of dates.
  
- Mr. Weibrecht asked how many days the MVAC would like between the receipt of the material and a meeting/vote. Mr. Alley asserted that 4 to 5 days was needed to wade through 45 pages. Mr. Weibrecht maintained he had proposed 10 days and Mr. Alley had rejected it as not enough. Mr. Alley said he would take 10 days but was confused as to dates. Mr. Weibrecht explained that if the Airport was trying to make the April 15<sup>th</sup> deadline everything would have to be incorporated by April 12<sup>th</sup> in order to get it printed and submitted on time. The first April meeting was schedule for 5 or 6 days before that date which made the timeline possible.
  
- Chair Law suggested and the MVAC agreed that Management should send the material out and if the MVAC was ready by the April 7<sup>th</sup> meeting they would so vote. All agreed this was fair. Mr. Hegarty stated he would not be present for the April 21<sup>st</sup> meeting. He also clarified that the material in question would be added on to the bulk of the D/EIR which the MVAC had already received. Mr. Weibrecht said this was correct and reiterated that he had been as conscious as he could to present the MVAC with as final versions as possible so that Commissioners would not have to read material 3, 4 or 5 times as can sometimes happen.
  
- Mr. Hegarty asked if the Sheriff had been right on time with getting the material that Management had requested. Mr. Weibrecht stated that he had so far. As mentioned before and repeated here the discussion about the jail that could be seen in Chapter 3 (see documents on file) was taken directly from the Task Force booklet and so was not anything Management had created. Rather they had re-crafted, cut and pasted it into the chapter.
  
- Both Mr. Weibrecht and Mr. Hegarty had full copies if anyone wanted to review it. Mr. Weibrecht did not have this material electronically which would have been most helpful at this point. Mr. Hegarty said he thought that was off-Island and Mr. Weibrecht agreed that the Sheriff was working on getting the material to him.
  
- Mr. Norman Perry pointed out a typo for which Mr. Weibrecht thanked and commended him. Mr. Perry then asked about whether a decision or discussion was needed and referenced a passage from the air quality section:
  - “Compared with the emissions from other transportation sources in the study area, emissions from construction equipment and trucks are generally insignificant in compliance with the NAAQS however opportunities exist for reducing these emissions

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if the Martha's Vineyard Airport Commission designates this project for participation in a DEP voluntary Massachusetts Diesel Retrofit Program (MDRP) then the construction contracts would require that heavy duty diesel fuel equipment used on this project be equipped with emissions control."

Mr. Perry asked if this was simply information for the MVAC or if it was something the MVAC should say aye or nay to. Mr. Weibrecht responded that it was provided as information. Whether or not this might be feasible on an island as opposed to in Newton, Mass. was another issue too. Mr. Perry confirmed that this was not a show-stopper for the Airport and would be okay. Mr. Weibrecht so confirmed and noted that at certain times and on certain projects some things might be required. Obviously there was nothing that could not be done given enough money however the Airport was trying to work within a budget and he thought need address it only if the impacts were really to rise to a certain level. Chair Law suggested this might turn out to just be extra paperwork and Mr. Weibrecht agreed that this was sometimes so, but he continued in the former vein: for example the average haul length on this Island was very short because the Airport was located close to a pit. On another project it might be 40 miles which would have a greater cumulative impact on the air quality.

#### 4. Old Business

- Status of RFP's

To start Mr. Flynn reported the general Request For Proposal (RFP) was complete (see 3/3/04 Minutes p. 9-10) that is, the actual RFP along with the supporting documents and evaluation criteria, all were ready to go.

The specific RFP for the three properties associated with the Hot Tin Roof agreement was also complete. Management would meet with Mr. Putnam tomorrow March 18<sup>th</sup> to review it and make sure all was as agreed. Two more documents needed to be generated for that RFP:

- 1) the actual document turning the land back to the Airport and
- 2) the Purchase and Sale agreement that needed to be included in the document for the transference of the actual lease holder improvements should somebody else be awarded the lot.

In regard to the general RFP, there were four lots remaining in the Business Park and Management proposed putting one of those four out to bid, in order to judge if the appraisal / value was practicable, i.e. whether anyone would even bid on it at the 90¢ per sq. ft. Mr. Flynn asked if it was still the Board's wish to put out the smallest lot and to put it out at 90¢ per sq. ft.

- Mr. Daly asked the size of the largest lot. Mr. Flynn responded it was 55,000 sq. ft. but it was being held in reserve. There was another lot at 33,000 sq. ft.
- Chair Law asked if the MVAC wished lease any lots or did they wish to hold them for a while.
- Mr. Daly asked what the advantage would be of holding off? Mr. Flynn replied that he saw no advantage in holding off renting the smaller lot; and in his opinion, he thought it would be wise to put the smaller one out to bid to test the appraisal that was submitted. If a good response was received he felt it would be expedient to put out one of the other two lots (Lot #17 or Lot #4).
- Mr. Leland asked about the current rates of the neighboring lots. Mr. Flynn responded that the highest rate was for a corner lot at 51¢. Mr. Leland asked about those lots immediately adjacent. Mr.

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Flynn estimated that the highest was for 45¢. Mr. Leland then emphasized that the lot was being put out at double the price.

- Mr. Flynn explained that the appraisal put the property at \$1.25 per sq. ft., and the state required that the value of a piece of property be determined before it was put out to bid. The Airport was using the appraisal that determined the three County pieces as the value of a Business Park Lot and that was where the value currently stood. Mr. Leland emphasized that this was a big jump, from 45¢ to 90¢. He himself had property on Main Street. Mr. Weibrecht asked him how he did with his property. Mr. Leland stated that he treated his tenants well, and he liked to have happy tenants so he would not get hungry. Mr. Daly noted that his property had a building, and there was general agreement that the property had a structure on it.

- Mr. Weibrecht explained that the appraisal was a starting bench mark. It had been 12 years plus since the property value had been moved up. Once a lease was established the rates were increased by the Consumer Price Index (CPI) –essentially today's dollars tomorrow as adjusted. Previously rental rate increases were essentially based on the bids of the last lot in that as each bid was accepted the new rate was considered the floor for the next lot. There was nothing else to inflate the price. Now, however, there had been gaps in time, increases in and created demand, as well as other market forces which had since raised the value of the property (just as it had residential properties). Consequently it became an issue with MAC who had requested information on when the land was last appraised, therefore, in association with other items, it was necessary to formally value and appraise the land.

- The appraisal was based off comps, and in large part what would be seen (and in some instances very specifically) was that a tenant was awarded a lot in the Business Park and then put their other property up for sale; so that this also drove up the market.

- Mr. Leland then put forward that the RFP would be put out with a minimum bid. There was a general reply that the bids were always prepared in this way. Mr. Leland understood that the lot would be put out and if someone wanted to pay that price then the bids would be set accordingly.

- Mr. Flynn replied that Management also felt the appraisal price was slightly high, and anticipated the process might be that the 90¢ would get no bids, in which case the Airport would go back to the FAA to petition to depart from the appraisal because despite great demand there were no bids at the set price, which, of course, would be fairly indicative. Mr. Leland then understood and thanked Management for the explanation.

- Mr. Hegarty asked for a full copy of the appraisal so he could check it out. Mr. Weibrecht assented.  
- Mr. Alley felt Management should try one lot, just one, the least desirable, to see what the response was. If no responses were received then Management could proceed as just described. Mr. Flynn assented and suggested Lot # 38 which was the smallest (most of the renters interest had been in size) so it would probably receive less inquiries than others, although even this small lot had generated a lot of interest.

- Mr. Hegarty asked if this was not stacking the deck, and suggested a larger more realistic lot. Mr. Weibrecht explained the situation. The uses of the lots were the same. A large lot had not been put out to bid for a long time.

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- When large lots were being leased in the past the result had often been multiple uses on one lot that were not always so well defined.
- The last couple lots on the road were single users, single buildings, single places.
- Mr. Weibrecht's opinion was that the demand for the small lot was the same, it was just two different markets. Chair Law assented that demand was demand and Mr. Weibrecht inserted that he felt the advantage or disadvantage of stacking was six of one and half a dozen of the other.
- Mr. Alley explained that he had suggested a corner lot as a choice lot and it did not have to be smaller. Mr. Flynn noted that Lot # 38 did not have a roadway on the side of it. Mr. Flynn recommended that Lot #1 not be put out to bid and repeated his choice of Lot #38 but would abide by the will of the MVAC.
- Chair Law stated that the land was worth X amount of dollars and the Airport was charging by the square foot and so it did not matter whether it was 2 acres or 1 acre it was worth what it was worth. Mr. Flynn agreed that land only had value to whoever was willing to pay for it. Mr. Hegarty asked how big Lot #1 was. Mr. Flynn responded 55,000 sq. ft.
- Mr. Hegarty asked about Lot #38. Mr. Flynn replied, it was 18,750 if his memory served him right. Mr. Hegarty asserted that a renter was essentially starting off at almost \$18,000 per year, without improvements. Mr. Flynn assented. Mr. Hegarty stated the rent then went up from there as the base. Mr. Flynn assented.

Mr. Flynn reported that the general RFP and criteria was also the basis for the criteria that would be used to rank the three bidders interested in the small short term leases by the County Administration Building. Mr. Flynn asked the Board if they still wished to put these two lots out to bid and if so what did they see as the value. The previous ones were set at 35¢ per sq. ft. The lots were described as behind the Hot Tin Roof and previously occupied by Eddie Smith and Brickstone Construction who had now vacated the site which was to be used by the Sheriff for his facility. Last summer three parties had expressed an interest in short term rentals.

- It was Chair Law's feeling that he would like to see the lots taken out of circulation. Mr. Flynn felt the same way as Chair Law that the Airport let the temporary lots alone and allow the three bidders to apply for Lot #38 or, if the Board was so willing, direct that another temporary location be found.
- Mr. Alley would also leave the area designated for the House of Corrections intact and not create rental spaces in it, since as the process went along the tenant would have to be relocated. He suggested the tenants should offer a bid in the specified Business Park for their enterprise.
- Mr. Hegarty stated that when the offer came to the MVAC in September the Board voted to let the lots out. Mr. Flynn was directed to notify the three people that were interested that the lots would be put out. The MVAC voted on it, went through this discussion on September, the Board agreed to let them out for a year, they were only a year lease, and here the Board was now in March three months into the year, nothing was done, and it's a separate lease. To now call someone who could not afford almost \$18,500 for a lot.
- Chair Law asked who was now in the lots, as he was on the site the other day. Mr. Flynn replied that Coastal was still parking their truck there.

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- Mr. Hegarty continued that the MVAC had talked about being a good neighbor and he did not think that being a good neighbor meant renting the lots or calling bidders up and telling them that the lots would be put out for rent and that the bidders would be notified when the RFP went out; then stalling it for eight month. Mr. Weibrecht inserted that one of the lots just became available in February. Mr. Hegarty insisted that the notice went out in September and it was all discussed then. Mr. Weibrecht agreed to whatever was the Board's will. Mr. Hegarty proposed that the MVAC stick with their vote and put the lots out to rent. After all it was only a year's lease and was nothing that could not be undone. The proposed uses were not high impact being two storage trailers and some construction material. Mr. Flynn added there would also be trucks.
  
- Chair Law repeated what he had said at the beginning that it was the jail's property and he would hate to pollute it. For example some driver could drop a hydraulic hose or something else and the property would become a nightmare and he would not like to spoil the lots. He suggested the Board drop the offer and let them rent in the Park. At the moment the short term lots were designated to the Sheriff and Chair Law would hate to have the Airport mess the property up. A driver would not tell the Airport or say anything if they dropped 40 gallons of hydraulic fluid; so that when an impact study was done on the property it would be found to be polluted.
  
- Mr. Hegarty asked if the property was polluted now. Chair Law replied that neither he nor anyone else knew that. Mr. Alley addressing the Chair felt that although this was not known, environmental impact reports would be done and the MVAC did not have to help it along. Chair Law assented. Mr. Alley continued that the Airport had been some bad experiences in the past.
  
- Chair Law asked for the Board's wishes. Chair Law had put out one opinion; Mr. Hegarty had put out another opinion. Did the Board wish to reconsider.
  
- Mr. Leland although new to the Board did tend to agree with what Chair Law was saying, that it was designated for the Sheriff and the short lease period was already half over; so perhaps it was best to keep it as designated. A lot of the Commissioners had fought so hard to have a House of Correction at the Airport somewhere, and now finally it would hopefully happen so the Airport would want to protect that property.
  
- Mr. Mill stated he would not want to do anything jeopardize that.
  
- Mr. Leland continued that there was still another lot going out on an RFP at double the rate so if that came in the Airport was still generating money. It was not like the Airport was dying.
  
- Chair Law asked if anyone wanted to make a motion. Mr. Alley asserted that according to Mr. Hegarty there was something on the floor from September and asked for the options. There was a general reply that the protocol was: to reconsider, to rescind, and then to vote a new motion. It was understood that the motion to reconsider must be made by a Commissioner who voted in the affirmative on the original motion. **MR. MILL MOVED TO RECONSIDER THE SEPTEMBER VOTE TO APPROVE THE RENTAL OF THE SHORT TERM LOTS (SEE 9/3/03 MINUTES P. 7); MR. ALLEY SECONDED.** Mr. Daly asked for the protocol again and it was repeated: vote to reconsider, vote to rescind, vote new action, with reconsider moved by the prevailing side. Chair Law called the vote. **MOTION PASSED WITH MR. HEGARTY VOTING NAY.**

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- Chair Law then laid out the options as to whether the Board wished to lease the lots out or shut them down and keep them for the jail.
- Mr. Daly's only objection was that if there was an incident and the property was contaminated the Airport would like very bad and he did not want that to happen.
- Chair Law stated that the risk was for short money, that is a few dollars.
- Mr. Hegarty felt it was a public relations and credibility issue at this moment. He compared it with what the Steamship Authority was doing in preventing people [from leaving their cars]. Chair Law stated this was not to prevent anything but to try to protect the property for the jail. Other lots in other locations were going out and no one was preventing a bid. However the possibility of the rupture of one gas tank or one hydraulic hose would mean more headaches than it was worth. Mr. Hegarty suggested that this matter could be taken care of in leases. Chair Law felt that the Airport had given a lot of people starts and property opportunities that they would never have had, taking back yard businesses out of backyards putting them in the Airport Business Park as was its goal. Mr. Hegarty objected that this would not happen at \$18,000 or at \$1 a foot. The Airport had entered a new league, the businesses would all go back to the backyards. Chair Law asserted that the Airport could not prevent all backyard businesses and was doing the best it could do. Mr. Hegarty said he realized this.
- Chair Law asked if there was any more discussion and asked for a motion to rescind. **MR. ALLEY MOVED TO RESCIND THE SEPTEMBER VOTE TO APPROVE THE RENTAL OF THE SHORT TERM LOTS; MR. MILL SECONDED; MOTION PASSED WITH MR. HEGARTY VOTING NAY.**
  
- Mr. Flynn asked if it was the MVAC's wish for him to explore accommodating any of the bidders anywhere else; one of them was just a truck. Chair Law and Mr. Alley agreed with this absolutely but wished to finish the voting protocol first.
- Chair Law asked for a motion to not rent. **MR. ALLEY MOVED TO LEAVE THE LOTS ON THE PROPOSED HOUSE OF CORRECTION SITE ALONE THROUGH OUT THE APPROVAL PROCESS UNTIL SUCH TIME AS THE FINAL DETERMINATION IS MADE; MR. MILL SECONDED.**
  
- Mr. Daly asked if the lots could be put to any use that would have the minimum possibility of damage. Mr. Flynn responded that almost anything Management had considered presented some risk; even such a mundane request as to store gravel or dirt storage might result in a company bringing in polluted soil possibly pulled from an old fuel tank site, as well as trucks going in and out. Mr. Alley asserted that once the leases start it would never stop.
  
- Mr. Weibrecht pointed out that the original purpose of short term leases was to accommodate bidders while the awaiting other developments such as Business Park infrastructure, etc. i.e. to accommodate tenants likely to rent in the Business Park. BFI was one of the very first temporary leases and the concession was made to help with early morning deliveries. These were the sorts of clients the temporary leases were intended for. Mr. Weibrecht did not disagree that maybe \$18,000 rents might change the flavor of the Business Park but the Airport had accommodated a lot before that point.
  
- The motion was read back and refined. Mr. Alley stating that the motion was to be in force until it was determined if the jail could be sited there and if it could not be then the MVAC would act accordingly. The motion was read again, and Chair Law called the vote. **MOTION PASSED UNANIMOUSLY.**

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- Status of House Trailers

Mr. Flynn spoke to Mr. Leite on Monday, March 8<sup>th</sup>. One of the houses was being set at that time and the foundation was being poured for the other house. Mr. Leite expected to remove the trailers from the lot within one or two weeks. A letter was sent out to him setting a removal deadline of March 31<sup>st</sup> and that any problems or extensions needed to be reported back to Management.

- Status of Business Park vegetation issues / non-compliance

Mr. Rosbeck, who was one of the tenants with vegetation issues was generating a plan. His assistant came into the Airport office today to discuss the assignment of the lease from one group owned by Mr. Rosbeck to another group owned by Mr. Rosbeck and the question was asked. The response was that the plan would be submitted to Management shortly. Mr. Flynn later went on to report that Mr. Rosbeck's target was to have the plans to Management in a timely manner so that spring plantings can be done in spring and summer plantings in the summer.

- Mr. Cazeault, the other tenant with vegetation non-compliance issues, was called approximately two weeks ago and again at the beginning of this week and Mr. Flynn had not heard back from him. Mr. Hegarty asked which number Mr. Flynn had called and reported Mr. Cazeault was in Florida. Mr. Flynn reported that he had called the new number as reported on the old number recording. Mr. Hegarty asked if he had called the lawyer. Mr. Flynn replied that he had not as the matter had been left that it would be settled directly between Management and Mr. Cazeault and Mr. Flynn was following that agreement. Mr. Hegarty repeated that he knew Mr. Cazeault was in Florida. Mr. Flynn acknowledged this.

Mr. Alley stated the previous discussion on values had reminded him to ask about another issue. The discounted value for the Communication Center lots had been an ongoing process that Mr. Weibrecht had been involved in (see 6/18/03 Minutes p.5-11). Mr. Weibrecht assented. Mr. Alley in no way intending to blindside Mr. Weibrecht asked if he could give an update. Mr. Weibrecht responded that Management had just received back a proposal from Palmer & Dodge which he would be discussing with Mr. Davis later this week; this proposal being for Palmer & Dodge to do the work in developing the memorandum and draft a submission to go to the FAA for consideration. Mr. Weibrecht asked that Mr. Davis give Management a list of reasons why the County rates should be discounted so that the reasons were not Mr. Weibrecht's words or characterization or whatever the case might be. The reasons would then be entered into a matrix and Mr. Weibrecht anticipated that Palmer & Dodge would go right down the matrix determining what might or might not be allowed. The results would then be submitted to the FAA for their final consideration. The fees for this work were not cheap; Palmer & Dodge was not a cheap firm as the Commissioners were well aware. However Palmer & Dodge were ready to do the work and it would be money well-spent to proceed in the proper way and to put the issue to bed once and for all, in such a way that everybody was satisfied that they had a fair hearing—for lack of a better phrase. Mr. Alley agreed. Mr. Weibrecht would work with Mr. Davis on this over the next couple and bring it back to the MVAC.

- The value of the work was about \$9,500 and included the meetings and reviews. Palmer & Dodge would try to limit the expenses wherever possible so the proposal would be written as a 'not to exceed' contract. The final number was just received this week.

- Palmer & Dodge had just added some additional people to their Washington office that were all aviation attorneys.

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- Mr. Alley thanked him and reviewed that Mr. Weibrecht just needed to get the issues set straight away. Mr. Weibrecht reported that FAA had asked and Mr. Weibrecht had informed them that, pending agreement on the proposal would look like, he thought it was probably about a 45 - 60 day cycle to complete. Mr. Weibrecht emphasized that he wanted to get this issue resolved as badly if not worse than anyone else. Mr. Alley agreed.
- Mr. Davis when asked said he and Mr. Weibrecht had been discussing the matter, and that everything Mr. Weibrecht had reported was correct except Mr. Weibrecht had wanted to use the law firm of Dewey, Chehtem and Howe. There was general laughter and joking.

Mr. Hegarty acknowledged that Mr. Flynn had mentioned Rosbeck and Cazeault but asked about Pothier, Lehman and the building on A Street that had the new entrance. Mr. Flynn responded that he had thought Mr. Hegarty only wanted the vegetation issues. Mr. Hegarty asked if these tenants were not primarily vegetation issues. Management replied that they were not the major component. Off the top of his head Mr. Flynn gave brief updates.

- Mr. Fitzpatrick of Cottage City spoke with his daughter. Mr. Hegarty asked if this was the building on A Street with the boat on the property. Mr. Flynn noted that the boat should be already be gone and went on that the extra drive would have to be removed. Management had received some correspondence from his sub-tenants in regards to some of the issues that Management has found on the site but they have not yet received a follow up from those sub-tenants that all the issues had been addressed. The last time Mr. Flynn had any correspondence or discussions with anyone was about two to three weeks ago and that was with Big Sky Tent Rentals' owner in regards to a grease trap. This call was to inquire after grease trap size requirements and Mr. Flynn put him in touch with the correct contacts. Such was the current status of that lot.

- Mr. Pothier sent Mr. Flynn a response letter stating the property would be improved in the spring with the addition of such things as railroad ties to block parking on the edge of the road. Mr. Hegarty asked if he had submitted a plan as he had promised the last time. Mr. Flynn replied that Mr. Pothier had spoken of the railroad ties but Mr. Flynn was unsure as to a submitted plan. Mr. Flynn again noted he was just speaking off the top of his head, that he had thought Mr. Hegarty had just requested vegetation issues, that Mr. Flynn would get him an update on all these issues and go on from there.

- Mr. Hegarty stated that he knew the parking issue at Mr. Lehman's lot was weather related. Mr. Weibrecht assented and noted that the Airport had a few of those. Mr. Hegarty asked if there were vegetation issues in the corner of that lot. Mr. Weibrecht said that no, the Fire and Ice discussion with the MVAC had been on screening for the outside storage.

Mr. Hegarty maintained that there was no vegetation on the corner. Management replied that there had been no vegetation when Fire and Ice took over the lot. Management reminded Mr. Hegarty that it had been pointed out to the MVAC that the lot was a barren wasteland and a former junkyard area that had been stripped of vegetation. Mr. Hegarty stated he did not recall this. Mr. Weibrecht continued that this had been a discussion and that Fire and Ice structures were actually a vast improvement on the lot. The only issue was parking on the street which Management and tenants were working hard to solve.

As a further update Mr. Weibrecht reported that Management had been working every week on trying to get numbers for the construction of the Transportation Security Administration (TSA) building (see

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4/2/03 Minutes p1). TSA had space requirements for administrative training and break rooms, and consequently the Airport had developed a plan to install a modular building for roughly a three year period. This plan was still in force however the Airport had had no luck in getting estimates back on the installation of the building. CoMark had a contract with the Governmental Services Division which was responsible for providing the space but basically were leery of working on the Island due to transportation difficulties and labor availability issues. Management contacted J. K. Scanlon who came back with an estimate so far above the budget as to make the project unfeasible. CoMark was following an alternative route but had not yet contacted Management with numbers. Draft leases along with the capital leases which included the installation of the building and a minimum guarantee period at the end of which the MVAC would actually own the building, were all in place. Management and CoMark continued to work and now had a list of subcontractor numbers that might speed up the process. Otherwise the plan would fall through and the Airport would have to find alternative space. In answer to questions Mr. Weibrecht explained that TSA was currently using one of the car rental spaces and was sharing one of the Airport staff rooms for break room and locker space. There was a brief clarification of CoMark, a Pennsylvania company headquartered in Texas.

5. New Business

Chair Law asked if there was any new business before the board; there being none the MVAC moved on to executive session

6. Executive Session

After a brief discussion on those issues to be addressed **MR. LAW MOVED TO CONVENE EXECUTIVE SESSION AT 6:12PM (NOT TO RETURN TO REGULAR SESSION) UNDER MASS. GENERAL LAW CHAPTER 39 SECTION 23 NO. (3), -- I.E. FOR THE PURPOSE OF DISCUSSING STRATEGY WITH RESPECT TO LITIGATION; AND TO INVITE COUNTY MANAGER MR. WINN DAVIS AND AIRPORT MANAGER MR. BILL WEIBRECHT AND AIRPORT ASSISTANT MANAGER MR. SEAN FLYNN AND RECORDER MS. MARNI LIPKE TO BE PRESENT FOR PART OR ALL OF THE MEETING AS APPROPRIATE; MR. ALLEY SECONDED; MR. MILL AYE, MR. LELAND AYE; MR. ALLEY AYE, MR. HEGARTY AYE, MR. DALY AYE, MR. PERRY AYE, MR. LAW AYE.**

7. Adjournment

**MR. MILL MOVED TO ADJOURN EXECUTIVE SESSION AT 7:05PM; MR. ALLEY SECONDED; MR. MILL AYE, MR. LELAND AYE, MR. ALLEY AYE, MR. HEGARTY AYE, MR. DALY AYE, MR. PERRY AYE, MR. LAW AYE.**

**Documents on file:**

Agenda

Sign in sheet 3/17/04

Rogers' Letter to Airport Manager 2/27/04

Draft Ch. 3 Project Development & Justification