

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

**October 6, 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

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

Others: Marni Lipke – Recorder; Fred Natusch - MVTV

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

The meeting was called to order at 5:04PM.

Recorder Ms. Marni Lipke announced that the September Minutes had been sent to Mr. Weibrecht and Chair Law in preliminary draft form for some clarification on one or two technical items, and would be released within the week. Mr. Weibrecht and Mr. Flynn informed everyone that the Airport had a new anti-virus program that was occasionally blocking legitimate emails.

1. Cornerstone Gas – Commission Vote for Action

- Cornerstone Gas bankruptcy and associated outstanding property/lease issues

Assistant Airport Manager Mr. Sean Flynn explained that as had been previously recorded Cornerstone Propane which occupied two lots in the Business Park was in bankruptcy. Prior to Cornerstone Propane entering into bankruptcy the Airport had issued them a notice to quit on the lot they were occupying as a tenant at will. What Management would like to do now was to try to remove that lot from being an asset from the bankruptcy so that they could proceed either with an eviction or with a negotiation for lease on that piece of property. Management was looking for the Martha's Vineyard Airport Commission (MVAC) to authorize Management to go ahead and work with the attorneys to have them remove that asset from the bankruptcy.

- Mr. Leslie Leland asked who Management would negotiate with, a new tenant. Mr. Flynn replied either Cornerstone again or if it was the Commission's will to ultimately remove them from the lot Management would create another Request For Proposal (RFP) and the put the lot out to bid—but Cornerstone had included this as an asset in the bankruptcy.

- Mr. Hegarty repeated that Cornerstone had included this as an asset in the bankruptcy after they had received a notice to quit and asked if it had just been sent by first class mail. Mr. Flynn responded that actually it had been served by a Sheriff to Cornerstone's resident registered agent in Massachusetts whichever corporation that was not residing within the State. Airport Manager Mr. Bill Weibrecht reminded the MVAC that Management had caught wind of the move and had talked about it prior to it's actually happening in the Business Park, so the Airport did have this right.

- Mr. Hegarty asked for confirmation that it was a small matter to have it presented. Mr. Flynn explained the Airport would file with the bankruptcy court in New York Southern District. The secure creditors would be allowed to object to it—which if Mr. Flynn were them he would. If none of them were to object the stay would be lifted allowing it to be removed. If they objected then there would be hearing

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in the court which Management would have to attend to have it removed. Mr. Hegarty asked if the Airport would become a creditor for the cost of the litigation. Mr. Flynn responded that no, the way it was explained to him parties were not allowed to recoup the cost of removing an asset. But said he would double check on that. He went on to explain that the Airport did not have a money claim against Cornerstone, in other words they were current on their rent, so the claim the Airport had against them was not a financial claim. The claim the Airport had against them was that they had included an asset which the Airport felt was not rightfully theirs.

- Mr. Hegarty understood this but asked in regards to the lease if there was not a clause in the lease saying that the losing party was liable for costs for legal. Mr. Flynn offered to double check but also repeated that right now they were a tenant-at-will and did not actually have a lease with the Airport and that was the basis of the Airport's claim, that they were a tenant-at-will.

- Mr. Leland stated that if they were a tenant-at-will then they really did not have a leg to stand on. Mr. Flynn responded that this was Management's hope, and it was hoped the bankruptcy judge would see it that way and lift the stay and allow the Airport to proceed. Mr. Leland confirmed that the Airport would have the lot back. Mr. Flynn replied that it would be removed from bankruptcy at least and then it would be the Commission's will as to how the Airport should proceed after that. Mr. Leland agreed.

- Chair Law felt the Airport should proceed and go with it, and asked for a motion. **MR. BILL MILL MOVED TO AUTHORIZE MANAGEMENT TO PROCEED ON WORK TO PETITION TO REMOVE THE LOT CURRENTLY OCCUPIED BY CORNERSTONE PROPANE AS A TENANT-AT-WILL FROM BEING AN ASSET IN THE ABOVE MENTIONED BANKRUPTCY; MR. HEGARTY SECONDED; MOTION PASSED UNANIMOUSLY: 6 AYES, 0 NAYS, 0 ABSTENTIONS.**

## 2. Vineyard Tennis Center - Update

- Correspondence regarding the ongoing FAA land release process and the request for additional land associated with the expansions of the Vineyard Tennis Center in 2002

Mr. Weibrecht referred to the correspondence from Mr. Kenneth Martin to the Airport which was responded to (see documents on file) and Mr. Martin would be joining the MVAC at the next meeting. So the correspondence was in front to the Commission now and Management would also be meeting with Mr. Martin sometime between now and then. This was then and just to bring the Commission up to speed and was a reminder that on several occasions the MVAC has dealt with Tennis Center issues, and have talked about the disputed property issue raised in the letter on several fronts. There was also an incident where a subcontractor Adelphia, cut a phone line down there. Mr. Hegarty empathized as Adelphia had been cutting them all over the Island. Mr. Weibrecht agreed and said that it happened. Mr. Hegarty emphasized that oh, no, all over the Island these guys just went in and it was unbelievable what was going on. Mr. Weibrecht explained so that everyone would know that the background on it was "Dig Safe" so that part of it was done properly and they either missed it or did not know the depth, etc. A lot of the utility work down there was done by the tenants including the Vineyard Tennis Center when they did their expansion, upgrade and change so it happened and it was unfortunate and everybody sympathizes but there was only so much one could do to prevent it. This was all Mr. Weibrecht had on that issue.

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- Mr. asked about one more question about the Tennis Center wished to appear before the MVAC to make their case and whether they considered the Airport responsible for what happened. Mr. Mill responded that the Tennis Center did not seem to be able to get it through their heads that the whole thing was waiting now for the Federal Aviation Administration (FAA) to rule on whether this property can be released for non-aviation use and one could not rush a Federal bureaucracy. Mr. Leland understood that. Mr. Mill emphasized that the Tennis Center did not, they did not understand it, and that was where it sat right now. And even if and after FAA cleared this it would have to go through an RFP process. Mr. Weibrecht confirmed this was correct. Mr. Mill continued that if the Bank and given them 3 months. Chair stated the Tennis Center knew this going into it (see 5/1/02 Minutes p.2) which Mr. Mill agreed to. Mr. Weibrecht reminded the MVAC that the Bank had come before them (see 1/8/03 Minutes p.1-2 #2) and Mr. Mill expanded that the Tennis Center knew this way back and the MVAC had met with the (Edgartown National) Bank and Mr. Martin explained his problems and the Bank explained their problems and the MVAC explained their problems.

- Mr. Hegarty declared that this was 2 years ago and maybe it was time for the FAA to come down and explain why they could not do anything. Mr. Weibrecht explained that one of the steps for release of the land was the submission of the Environmental Impact and Environmental Assessment, which—Mr. Hegarty noted—the Airport was doing.

Mr. Weibrecht repeated that the Airport was so doing, and he continued that although it might not seem so to others nobody needed that Report more than Mr. Weibrecht and the people at this table. The Airport had a whole host of projects, funding etc. that all had serious consequences, impacts, etc. if the Airport did not meet deadline. So at every turn the Airport has produced. They had not missed a deadline for more than 4 weeks based on best estimates going into it that got revised based on what was found or having to check for another beetle, so this was the process and it was unfortunate. When the Airport said this at the very beginning of the process to everybody that well, this could take X amount of time, the response was that well the party could not wait that long, but unfortunately some things could not be changed. So the Airport had done their part, and if someone did not feel that way then they should feel free to say that. Mr. Hegarty pointed out that the Airport was on the last leg of the Environmental Impact Report (EIR). Mr. Weibrecht confirmed that they were and that he would have information on that tonight with the schedule.

### 3. Cottage City – Update

- Referral to counsel for continued enforcement action associated with non-compliance to the Airport Business Park Rules and Regulations and previous efforts to attain compliance

Mr. Flynn had reviewed the file and it appeared as though the tenant had come into compliance on some issues but still remained out of compliance on other issues. If the MVAC remembered back in December of last year there were non-compliance letters and subsequent to that they came into compliance on certain issues and not on other issues. At this point in time the Airport was just chasing its tail and Mr. Flynn's suggestion was that the Airport refer those outstanding issues back to Counsel for enforcement through the lease. Chair Law agreed absolutely.

- Mr. Leland asked please to be brought up to date a little bit on what the issues were that they had not complied with. It was a long list and Mr. Flynn cataloged,

- they had sub-tenants in the building that Cottage City has not brought before the MVAC for approval, nor would the Commission entertain those until they had come into compliance on other issues.

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- they had cut three driveways through the buffers,
- they put a fence around part of the building which alteration had also not been brought before the Commission, (it was clarified that this was the property on A Street.
- they had gone to the Martha's Vineyard Commission (MVC) and the Airport Commission and gotten permission to put on a mezzanine deck, a second level to the building which had not yet been completed but which was allowing to being used or occupied, so it needed to be finished or not occupied,
- the use of one of the sub-tenants has grown and the building itself has out-grown its parking area so Management has asked him to resubmit a parking plan the it could be seen which people were supposed to be using which areas.

\* Mr. Alley entered the meeting at 5:15PM.

These were the ones that Mr. Flynn could think of off the top of his head. Other ones were:

- they were supposed to pave the two entrances that they were using, and they did do that;
- one of the tenants was using the outside of the building for his business and he did move into the inside.

Management has not gone back to see some of the other things, for example

- the installation of a grease trap and a lint trap. Management has not gone back to see if they installed those. They said they did and Mr. Flynn would take them at their word for that. Mr. Weibrecht noted this would be checked as part of the cross connection surveys.
- Chair Law observed the property looked pretty shabby. Mr. Hegarty pointed out that to put in a grease trap a plumbing permit had to be pulled and asked who the plumbing inspector for the town. If Edgartown had issued a permit then it was a no brainer and Management would not even have to set foot on the property and ergo...Mr. Daly inserted that or the sub-tenant had done something illegal. Mr. Flynn however returned to the fact that they had other issues there. He could chase each individual one but they had some outstanding issues that Mr. Flynn felt at this point in time, that the MVAC could go back and look at them all and put them all on the list but to keep generating letter of enforcement to them did not seem to have gotten the Airport anywhere. Mr. Daly confirmed that these appeared to be major type items. They were not petty items. Mr. Flynn stated this was correct.
- Chair Law asked if Management had talked to Mr. Fitzpatrick about the items. Mr. Flynn replied that Management had been unable to get anywhere with him. Mr. Flynn had sent him correspondence back and forth and Management has tried to contact him. Mr. Fitzpatrick had put Management in contact with Mr. Fitzpatrick's daughter. Chair Law suggested Management have him come before the next Commission meeting. Mr. Flynn stated he could make a request. Chair Law directed Management to tell Mr. Fitzpatrick that the Commission demanded that he appear before them. Mr. Hegarty asked if there was not a little sentence in the lease about coming before the Commission. Mr. Weibrecht replied that he did not think so except for pre-required approvals. Chair Law repeated that Management should get Mr. Fitzpatrick in to the meeting so that the MVAC could deal with him face to face.
- Mr. Flynn asked if the MVAC wished him to generate another list of current issues. Chair Law replied that absolutely and the MVAC would talk about it at the next meeting. Mr. Hegarty objected the MVAC should not just talk about it but put a time frame as to when they were going to be done and in compliance. Chair Law added that Mr. Fitzpatrick should be prepared to tell the MVAC when he would meet compliance on these issues. There was general agreement.

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- Mr. Flynn feeling was that the Airport had done that once. To bring Mr. Fitzpatrick before the Commission was fine but the Airport needed to have a clear next step as the where the matter was going after that. Chair Law thought Mr. Flynn needed to do it anyway, to see the lawyer and to go to the lawyer. But also to have Mr. Fitzpatrick come before the MVAC. The Commission was going to back Mr. Flynn up. The Commission was going to say Mr. Flynn had told them that Mr. Fitzpatrick was not doing anything to address the issues and what was Mr. Fitzpatrick going to do about them. Mr. Flynn stated he had another such tenant which he was going to talk about in a minute. The general idea and the next thing that would happen was that the Airport attorney would send them a letter which was the first shot across the bows to enforcement through the lease. Mr. Weibrecht added, a 30 day correction period, etc. Mr. Flynn stated he could send Mr. Fitzpatrick as many letters as the MVAC wanted, but once the attorney started sending him notice, it was another thing. Chair Law asserted that the Airport could do all that but that Mr. Flynn should have Mr. Fitzpatrick come before the Commission so they could give it a little reinforcement. So Mr. Flynn concluded that he would have the attorney send Mr. Fitzpatrick a technical notice and at the same time Mr. Flynn would send him a request. Mr. Alley concurred that the MVAC did have to approach it on both fronts and to start it in process. Chair Law agreed saying that even if Mr. Fitzpatrick said he was going to comply after the letter from the lawyer the MVAC just wanted Mr. Fitzpatrick to know they were here to back up Mr. Flynn. So Mr. Flynn asked for permission to start the process. **MR. JOHN ALLEY MOVED TO BEGIN HAVE COUNSEL WRITE A LETTER TO MR. TOM FITZPATRICK OF COTTAGE CITY DISTRIBUTORS, LLC BEGINNING LEGAL PROCEEDINGS FOR ENFORCEMENT OF VIOLATIONS THROUGH THE LEASE AND THAT THE LESSEE MR. TOM FITZPATRICK BE REQUIRED TO COME BEFORE THE MVAIRPORT COMMISSION AT THEIR NEXT MEETING; MR. MILL SECONDED; MOTION PASSED UNANIMOUSLY: 7 AYES, 0 NAYS, 0 ABSTENTIONS.**

- Mr. Hegarty asked that since it had 2 years since he and another tenant in the Business Park had ignored Management and the MVAC's requests and efforts to prevent these parking spaces what was to prevent the Airport from dropping rocks or boulders off to close off the spaces and passing on the bill. Mr. Flynn asked if he meant reconstructing the buffer, going in and actually doing the work. Mr. Hegarty replied yes. Mr. Flynn explained that there was a clause contained within the new leases that allowed the Airport to go in and make corrections within the property and if it was the Commission's will to do that it could be done. The only problem Mr. Flynn had with doing that was that financially the Airport became obligated for that and then the Airport had to go back and get that from him, which Mr. Flynn would still leave the Airport back in court to get the money from Mr. Fitzpatrick. It was a matter of going to court to force Mr. Fitzpatrick to come into compliance to spend his own money versus the Airport spending their money first and then having to go back and get it. Mr. Weibrecht felt it also largely depended on the issue, in that the Airport was not going to go into the grease trap unless there was something that was causing a violation of the permit right now in which case something would need to be stopped right now.

Mr. Hegarty said he was talking about the buffer areas and getting the cars off the road. He meant it was a blatant affront to the Commission and the Management team and to the tax payers of this Island and County that the tenants abused the lease and if the tenants were showing the Commission utter contempt...Chair Law asked Management to figure out what it would cost to do that with the boulders and the MVAC would consider whether it was worth the money to do it. In other words give the Commission an estimate on the cost and at the next meeting the MVAC would say they would spend the

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money or they would not either way but they would discuss. Mr. Alley also suggested that Management inform the tenant(s) that if they did not take corrective action the Airport would take the action at their expense. (It was unclear whether this would be put in the letter.) Mr. Hegarty continued that every other lease holder in the Business Park who made the effort and did come in and followed the rules so to allow a couple bad apples to just continue to thumb their noses at the Commission and the policies and the Management team knowing that nothing would be done and maybe an order to quit would be the best thing.

- Mr. Weibrecht stated that the ones that the Commission was seeing were the ones with recurring issues and failure to communicate or demonstrate an attempt or come back to Management and say, "Look I couldn't do X but I could do Y; is that good enough for now?" Management worked with all those issues, it was necessary to be able to do that. However, this was a different situation. Mr. Hegarty persisted about the Commission trying to communicate.

- Chair Law put forward that the other issue was that if the MVAC showed a little muscle and show them that the MVAC meant business the other tenants would take notice. Mr. Weibrecht continued that Mr. Hegarty was right. In large part the majority of the tenants working to do the right thing and they did not want their places to look bad or be taken badly or look bad in front of the Commission, so they were making that effort. If it did not meet the mark, Management went back and tweaked it and worked at it and got it done over time, so what Management wanted to see was the progress. Chair Law concurred and went on that also this might not only make him correct the problem but would also be a move forward maybe to remove him. Mr. Weibrecht agreed that this would start the process. Chair Law continued that even if Mr. Fitzpatrick corrected the problems the MVAC might want him out of there anyway.

- Mr. Leland asked if there were 2 sub-tenants on the lot. Mr. Weibrecht replied that there were 4 or 5 most of which were unapproved. Mr. Flynn stated there was one approved but this sub-tenant was occupying twice as much space as he was originally approved for. Mr. Leland asked if the others just showed up. Mr. Flynn replied that they were allowed to go there, but that with this particular tenant Mr. Flynn would receive handwritten requests on literally bar napkins underneath Mr. Flynn's door and so Mr. Flynn would go back to him and ask him to please put in an official request during his non-compliance and would add that the Airport would not consider Mr. Fitzpatrick's request for subleases until he came into compliance on these other issues. So subsequent to that Mr. Fitzpatrick would just let the people move in or already had and he was asking after the fact.

- Mr. Hegarty reminded Mr. Flynn of Mr. Fitzpatrick saying to call his daughter. Mr. Flynn detailed that when he sent letters to Mr. Fitzpatrick what Mr. Flynn got was a call from his daughter stating that she would handle the matter. Mr. Alley asked who had signed the lease, and was answered Mr. Fitzpatrick and there was a general voice that this was who was wanted. Mr. Hegarty stated that there be no more calls from the daughter and that either Mr. Fitzpatrick or his attorney was requested. Chair Law directed that it be put in the letter that the MVAC wanted the lessee Mr. Tom Fitzpatrick to come before the MVAC. Mr. Daly added or his agent, meaning his lawyer but Mr. Hegarty said no as Mr. Fitzpatrick had been using his daughter as agent and the MVAC wanted Mr. Fitzpatrick or his lawyer. Chair Law asked if Mr. Flynn was satisfied with the vote, which Mr. Flynn readily assented to. Chair Law was glad to help him out and moved on to the next item.

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4. Plane View Restaurant

- Lease Renewal

Mr. Weibrecht pointed out there was a typo in the letter which should obviously be \$14, 030.08 – the figure missing some decimal points – (see documents on file). This letter was from yesterday and Management had discussed the fact that the matter had dropped off all of their radars. In essence Management needed to be authorized by the Commission to enter into negotiations so that Management could return to the MVAC with a number and final offer on the lease renewal for the Plane View Restaurant in the Airport Terminal. **MR. ALLEY MOVED TO AUTHORIZE AIRPORT MANAGEMENT TO ENTER INTO NEGOTIATIONS TO RENEW THE PLANE VIEW RESTAURANT LEASE; MR. LELAND SECONDED.**

- Mr. Leland in trying to bring himself up to speed with everything going on asked to if this would be a 5 year lease with a Consumer Price Increase (CPI) added onto that every year as it was with the aircraft hanger rentals and other properties. Mr. Weibrecht stated this was correct.

- The way Mr. Hegarty read this was it said another 5 years at the current CPI. It said nothing about adjusting for the yearly CPI. Mr. Weibrecht explained that the adjustment was within the terms of the actual lease itself. The wording here was just as a letter of notification. Chair Law assented that this was a legal notice. Mr. Weibrecht assured the MVAC that it was there and they would see it and would vote on it. Mr. Hegarty interpreted that this was not a true representation of the existing lease. Mr. Flynn thought that what the tenant was trying to get at there was that he was asking to continue with CPI, to calculate his base rent from the next 5 years. The terms of his lease from there would be from the base rent for the next 5 years would be CPI reading. Mr. Flynn thought that was what he was getting at but that it was a little confusing. Mr. Hegarty persisted that that was what the MVAC had to vote for. Chair Law asserted that what was being voted on now was just authorization to negotiate. The MVAC would get the lease back and then vote on it and he called the vote, **MOTION PASSED UNANIMOUSLY; 7 AYES, 0 NAYS, 0 ABSTENTIONS.**

5. Airport Business Park – Update

- On street and unapproved vehicle parking in the Airport Business Park

Mr. Flynn reported that as Mr. Hegarty had alluded to in his previous comments there was a general problem with vehicles being parked on the sides of the roadways in the Business Park. Mr. Flynn had a phone call into the Police Chief in Edgartown to try to get an appointment with him to sit down and talk about parking enforcement. Undoubtedly one of the subjects that was going to come up was general signage for the Business Park in terms of No Parking on the sides of the streets over there. It's a problem. As the MVAC knows it's destroying the buffers that are there and the people that are trying to maintain are having them driven on and we talked about it when the bus company was here last meeting. Management would like to come back to the MVAC with a plan for some No Parking signs throughout the whole Park to address this as a Park-wide issue instead of trying to enforce it on each and every tenant because in certain cases people are parking on other people's property while they were visiting on a second property within the Park and the Airport was trying to enforce it on multiple different people. So Management had looked at it and decided the Airport should be a little more proactive in trying to enforce it Park-wide and not just individual tenant. Obviously some tenant's businesses were causing the problem but it still had to be dealt with. It had gotten better in some cases, almost solved in some in other cases it continued to plod its way along but Management thought this was what the Airport had to do at least as a minimum for now in order to do what Management felt could help solve the problem. So

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Management was looking for a motion from the MVAC to proceed forward with a plan to implement No Parking sounds in the Park. **MR. ALLEY MOVED TO AUTHORIZE AIRPORT MANAGEMENT TO MOVE FORWARD WITH A PLAN TO IMPLEMENT NO PARKING ON THE SIDES OF THE STREETS IN THE BUSINESS PARK; MR. HEGARTY SECONDED.**

- Chair Law said he thought it was great and that once the whole plan was developed Management get a representative from every business at an MVAC meeting so the Commissioners could say this was this was it. Mr. Flynn responded that Management had a letter going out to all businesses as it stood right now and were going to invite them to a general meeting here in the next 30 to 45 days when as many as can could come to it. Management would sit down with them and actually hand out the Rules and Regulations again, go over them again, so everyone would have the opportunity to interact with Management in a friendly way and ask questions. Again this was the time of year when Management went around to all the businesses—Mr. Flynn hated the word inspect—but to visit and look at the insides and outsides of the buildings and see if tenants were in compliance so that was also a subject Management wanted to meet with them on.

- Mr. Daly asked Mr. Flynn if the Airport had regulations covering the entire Business Park, in other words, no parking where signage said No Parking or did the Airport say no parking unless parking is allowed. Mr. Flynn responded that no, basically what Management would come back to the MVAC with was that the MVAC was going to adopt parking regulations for the Business Park.

Mr. Daly then confirmed that there was no parking regulation now. Mr. Flynn answered that Business Park Rules and Regulations did say that for any one particular business through the development the tenant must plan to have all their parking contained on their lot, so there was that. Mr. Daly construed that this meant the problem was that the tenants were violating this now. Mr. Flynn replied that not the actual tenants but some of the visitors, the public going to the Mobile Station that did not see any parking on the lot were just parking on the side of the road, so while the tenant was not telling the public to do the public was just doing it, so the business was causing it. So Management was going to ask the MVAC to adopt a parking regulation which the MVAC had the authority to do.

- Mr. Alley had something to raise that did not have to do with parking regulations, but it had been brought to his attention since he had to go into the Business Park several times to the Registry of Motor Vehicles. As one went into the Business Park at the entrance closest to the General Aviation (GA) Building here, that land to the left that was slated to be used by the Steamship Authority (SSA) which had some problems with the Boards—Mr. Alley would guess. Mr. Weibrecht inserted that it was still under lease. Mr. Alley continued that there was also plans for a drainage basin. But Mr. Alley's point was that water built up there. Mr. Weibrecht agreed that yes, it did terribly. Mr. Alley continued that it was going to be worse come winter time and with the increased traffic of people going to the Registry, the Airport ought to do something now. Mr. Flynn remarked that what it was, was a skating rink. Mr. Hegarty added that it coated the brakes of the cars going through it. Mr. Weibrecht reported that the Airport had tried to fix this once before and ran into real issues because of the proximity utilities to those structures. They found he thought 8 structures in the Business Park where the perforations had not been punched so essentially they were small holding tanks rather than drainage structures. The Airport went back and actually addressed the edges of those to get them to drain better. What they had done typically was to run fingerlets out of each of them so all the new ones they installed had a pipe between the two drainage structures that actually allowed drainage along the whole system so that it rose to a certain level and transferred to the next one and through these French drains it would actually escape there. On those SSA drains it could not be done so it would actually take a grade change, probably better done at

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the time that the whole entrance corner was done over, but it needed to be done. Mr. Weibrecht did not know that the Airport could give a short term fix that would work well there. They had tried the a short term fix with Lawrence Lynch, not just trying to come up with something on Management's own guess –such as pulling the structures or whatever—and everything around that spot was very fragile. The water pipes were not there but the main electrical feed, the sewer, the telephone and the drainage itself and there was another one down there, plus it was also in that zone of influence for well issues. The Department of Environmental Protection (DEP) had changed their regulations on what was needed to be done for structures when they were done and that had to be finalized too. Honestly Mr. Weibrecht did not know what the simple fix was; to add a second structure would not do it.

He thought the problem became much worse since the SSA had cleared the lot above it. If the MVAC remembered they had done a down and dirty clearing project in hopes to get it paved by three weeks from Tuesday and came in looking for approval (see 4/4/01 Minutes p.2-3 #4). Maybe the Airport needed to address that again so that can get buffered up and the Airport could assist to some extent with that, and try to keep some of that hillside water from coming down. If one looked at that now that it had been stripped there was a lot of run down. The Airport added structures above that to try and catch the drainage on both sides and that has been helpful but it was still a problem. Mr. Alley could see where attempts had been made to do something so divert run off. Mr. Weibrecht said they had fixed all the other ones. It was Mr. Alley's opinion that it was only going to get worse as the Island came to winter and it rained and freezes and now the Airport should do something. Mr. Flynn noted it was bad last year. Management assured him they would look at it. Mr. Flynn reported that there was money in this year's budget to attempt to do something but it could not be spent because it had not yet been approved by the State. Management had the engineers look at it and they were kind of baffled about what could be done with the amount of with the amount of money that the Airport does have even after it got approved. Mr. Alley's job was to bring it up and there was a general agreement that Management would take it up again. Chair Law called the vote, **MOTION PASSED UNANIMOUSLY: 7 AYES, 0 NAYS, 0 ABSTENTIONS.**

#### 6. Aviation Fuel Supply

- Supplier selection and associated transportation and storage issues in light of R. M. Packer operational changes.

Mr. Weibrecht reported that R. M. Packer had informed the Airport that he was no longer able to or necessarily interested in providing fuel to the Airport and that was kind of on a permanent basis. In the short term he was willing to work with the Airport and had been up front with Management as far as what he was able to do and likely going to be able to do in the future. It really came down to two reasons as explained to Management:

- environmental liability associated with operating the barges and
- Buzzards Bay, there was a large issue that does not let the economics work,
- and in addition to that the associated security regulations with the operation of a marine terminal for the storage and the off-loading of fuel.

The long and short of it was that as the Commissioners had read in the newspaper basically the Airport's fuel would now come to the Island by truck. The Airport would be able to take a look at some buyers to see what was best for the Airport. The Airport had been supplied by Texaco through Packer and that has not always been the best situation for the Airport as far as receiving typical support from Texaco. And Texaco was in a significantly different position than they were just a few years ago because of

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consolidations on the national level. So this was a good time to do the change, to get the best provider for the Airport whoever that may be, Texaco being considered amongst others.

- The transportation at this time of year was obviously an easier fix than it would be if the Airport were to do this project July 1<sup>st</sup>, so Management wanted to get that problem resolved.

- It would mean additional storage at the Airport that would need to be installed in fairly short order. By short order Mr. Weibrecht meant hopefully by the beginning of next season. Everyone knew how trying that was the last time but the fuel suppliers could help with that and the Airport was not in that position last time.

- The long and short of it was that the Airport needed to see who was out there. Develop a quick RFP process or run it like an RFP process where the Airport could get those people who were qualified to respond, maybe an Request for Quote (RFQ) and then an RFP—basically they were similar processes—where the supplier can propose why they would be better. Management would develop a criteria and the way Mr. Weibrecht saw it was that this all had to happen over the next few weeks. The Airport was not in danger of being shut off; Packer would continue to work with the Airport at least on storage of jet fuel until the Airport could get additional storage built at the fuel farm or other arrangements could be made.

- Mr. Alley expressed a wish to work with Mr. Flynn and Mr. Weibrecht on the RFQ / RFP. Chair Law consented.

- Mr. Flynn noted that it should be said that the Airport's relationship with Texaco had been successful especially with the fuel gallonage almost doubling from what it was when Mr. Weibrecht and Mr. Flynn came to the job. Mr. Packer had done a fabulous job with supplying the Airport with the resources that he got from Texaco. Typical in aviation fuel the fuel supplier offered a lot more support and Mr. Packer's hands were tied and other suppliers do a lot more. For example the Airport directly leased the trucks itself whereas normally the fuel supplier would lease those trucks for the Airport. But the Airport's hand were tied because Mr. Packer's hand were tied but he did a great job and as well as he could for the Airport. It was just that the economics for him had changed and the industry had changed. Now the Airport would have to shop around and find out what was the best deal for the Airport.

- Mr. Hegarty speaking of the best deal, asked how the existing leases were effected. Mr. Weibrecht replied that they were not. They may be in the future. Mr. Hegarty asked if the Airport would buy new trucks. Management replied they would lease them directly from the supplier. The Airport was direct leasing the trucks. Typically these would be the issues one would worry about, who owned the fuel farm, did the supplier install it on the airports behalf because they wanted the business and so the airport jumped on to that deal and consequently the supplier owned the farm. But all things over the past 5 years. Packer has addressed the short term concerns with: the equipment with which he was making deliveries to the Airport, the processes, the people who were doing the deliveries. In other issues, from Mr. Weibrecht's background, he did not want the Airport to get tied to anybody that it did not need to be tied to in the long term relationship. Management wanted it to be a good relationship. They wanted it to be long term if it was working for everybody, and so such things as the independent leases on the trucks were assets that behooved the Airport.

Usually they could be part of a shorter deal, leasing to the Airport on a year by year basis so the MVAC would know what the back side of their exposure was. That was just one example, the purchase system, the actual transmittal of fees, technical support including on the quality size, insurance and background,

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credit card fees, processing and all the way down the line; there were probably 25 issues associated with the contract.

- Mr. Hegarty confirmed that the storage facility the Airport now had was much too small. Mr. Weibrecht assented. Mr. Hegarty also asked about security once the storage field was upgraded and if the fact that the Airport had a security system in place around the entire Airport exempted them from the cost of further security. He had noticed at Vineyard Transit Authority (VTA) the fence distance with the razor coil around the fuel storage area. Mr. Weibrecht responded that the Airport was fully in compliance and could start from there and the Airport also had security cameras and various other kinds of security monitoring that went above and beyond what was required. This was covered under different regulations: Number 1 the storage of fuel under State law local code, etc. and then beyond that the FAA had it's own regulations, not necessarily associated with PSA which was from a public safety and security standpoint, so the Airport met all those regulations. As the fuel farm size grew the Airport would not necessarily be required to do anything additional, although the Airport might take that opportunity to correct other infrastructures. Quite honestly Mr. Weibrecht had not envisioned that the Airport would have to add additional storage down there, even when he first looked at it when the project was about 60% complete—for lack of a better number, maybe a little bit less than that—but Management did not think the Airport would have to add that kind of storage in this kind of a time period just because of the usage. So those issues will be addressed as the time was right.

- The way that the Airport would bid it would be a combination.
- Number one would be that everyone would have to be qualified and specialize in aviation, etc, etc. That they have done that work and had national networks and did all those other things that the Airport needed.
- Beyond that Management would make sure they would be able to produce those same results for the Airport in this area because of the Airport's transportation concerns,
- Third Management would look at their pricing, what kind of menu options they had, did the Airport want the trucks included now or did the Airport not want them included, so on and so on.
- Length of the supply contract would be another issue.
- And ultimately there were the other issues like the storage, the storage in the short term, what was the plan, who had the capabilities to do what, how had they done at other farms and other locations.
- There was a lot of research to be done in a short time. Management was familiar with the most of the operators but it was important not to leave a stone unturned or to miss something they would wish they had caught earlier in the process. It was a fairly large undertaking.
- Mr. Daly had a question concerning the bottom line and asked what would be the cost to the pilot flying in and filling his tank, would it increase cost per gallon, lower cost or what. Mr. Weibrecht would imagine the Airport could end up in a break-even position but he could not say definitively for about another two weeks. Management knew-although if anyone had a better number they were free to say-that it cost about 10¢ per gallon to bring the fuel to the Island; it depended, the ferry rates were going up so that would have an impact right out of the gate. There were a lot of things that luckily the Airport had not had to worry about as it had been a delivered price.
- Mr. Alley thought—in fact he knew—that the MVAC should write a letter to R.M. Packer to thank him for supplying fuel to the Airport for the past 58 years, and thank him also for his cooperation in helping the Airport during this transition period and thank him for all the things he had done to help the Airport. Mr. Weibrecht responded that this was excellent, and noted he did not think that way as he was worrying about the supply so he was glad Mr. Alley had brought that it up.

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- Mr. Daly felt the transition period would be critical. There was a general voice that Mr. Packer was committed to the Airport and to do whatever he could do for the Airport.
- Mr. Hegarty was under the impression that Mr. Packer was hoping to get concessions from the incorporation of the new rules and regulations. Mr. Weibrecht stated Mr. Packer had not indicated that to him. Mr. Weibrecht asked those kinds of questions: whether he was still interested in transportation, or other components of it but Mr. Weibrecht felt Mr. Packer was going to have his hands full.
- Mr. Leland stated that obviously there was a transition going on here with Mr. Packer in bargaining versus bringing fuel over on the SSA but he was not going to be out of the business. It was just a different route and he could make his bid or offer. Mr. Leland was sure there was a possibility, as Chair Law worked there. Chair Law stated he did not get in to that nor did he speak for Mr. Packer. Mr. Flynn reported that Mr. Packer had indicated an interest in making sure that the Airport was supplied but that he preferred that the Airport developed a direct relationship with the supplier. Mr. Leland inserted other suppliers, but Mr. Flynn expanded that Mr. Packer had said a supplier, not necessarily others, Texaco obviously being one. Mr. Leland acknowledged Texaco as a long time business partner with Mr. Packer. **MR. HEGARTY MOVED TO AUTHORIZE THE AIRPORT MANAGER TO MOVE FORWARD IN SECURING A FUEL SUPPLIER; MR. MILL SECONDED; MOTION PASSED UNANIMOUSLY, 7 AYES, 0 NAYS, 0 ABSTENTIONS.**

#### 7. Airport Manger's Update

- Final Environmental Impact Report (F/EIR)

Back to the F/EIR. Mr. Weibrecht reported that right now Hoyle Tanner Associates (HTA) had committed to delivering the final document to the MVAC by October 25<sup>th</sup> which Mr. Weibrecht believed was a Monday. (It might take a day for Mr. Weibrecht to get it to the Commissioners.)

This would give the Commissioners until the November 3<sup>rd</sup> meeting to recommend changes i.e. endorse, discuss, make comments and if not approve the submission,. At the same time Mass Aeronautics Commission (MAC) and FAA will be doing the same thing, so that whatever Mr. Weibrecht got from them could be discussed on November 3<sup>rd</sup>. The actual submittal time frame would then happen on November 15<sup>th</sup>— Mr. Weibrecht reminded the Commissioners that it had to be advertised in a specific way. So then there would be 60 days for the whole run:

- advertised in the Environmental Monitor
- comment period 30 days,
- the Secretary of EOEA had two weeks to issue a certificate on the backside of that.

So that was the plan and hopefully there would not be any surprises between now and then to prevent the Airport from meeting that goal. The one questions he would have, because these dates were driven by would could be met for the Airport—and Mr. Weibrecht wanted it as soon as possible and was sure the MVAC did too for a whole host of different reasons—if that 8 days was not enough for the MVAC to review the document Management needed to know it now. If it got to November 3<sup>rd</sup> and the MVAC still felt there was something that needed to be done, that was still a part of the process and within Management's control but it was just a matter of meeting the deadlines if the Airport chose to accept that deadline. Mr. Daly asked Mr. Weibrecht to repeat the dates the document would be ready. Mr. Weibrecht replied October 25-26<sup>th</sup> and added that the document would not be substantially different from the documents the Commissioners had seen before. Again each version should be lessening the material. The Airport did extremely well with the last one. If this comes off on this schedule it will have

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been one of the fastest environmental processes of this size in a good dozen years around the State for Airport projects.

- Taxiway “A” and Southeast Ramp Project – Phase I

The MVAC was seeing the permitting part of that operating in the background, if the MVAC would remember that certain grants included design up to 75% for that first phase of the Southeast Ramp, which was new ramp on the opposite side of the little runway, and the reconstruction of Taxiway Alpha the oldest piece of pavement at the far end of the runway. Management had been working on that continuously and had just recently received a full scope for the rest of the work,

- the 25% design work remaining,
- to prepare and administer the bidding process for construction of that project,
- to do technical observation of that project itself—all these FAA or endorsed State requirements,
- and then to do 100% design on Phase II—because the way the Airport had these set up was that Phase II happened the following year and then the Airport would swap over to the next project.

So Management had this entire engineering document that the MVAC would be seeing very shortly.

Right now it was undergoing final MAC and FAA comment. There will be a pre-design meeting over the next two weeks and it will undergo an independent estimate which was also required, where a third party engineer comes in and reviews the entire scope of it, prices it independently so the Airport could see that they were getting value for their dollar.

In the meantime, once that was done, Management had gotten all the steps done up to the point where they could. The Airport would then go on a hold before the Airport was actually allowed to receive the grant from FAA which awaits the Washington budgetary process. That will likely not come to fruition until (Mr. Weibrecht would say) probably April, although it could be as early as March or as late of May or June of next year. So in order to keep the ball rolling what Management tried to do was keep the ball rolling up to a certain point, which might include right up to advertising the actual project to get construction bids. So Management had the first three phases of the bigger scope.

- The MVAC had a letter, which was just a one page agreement basically, which could be adjusted. Here was what would happen. This letter would authorize HTA to proceed with the work and allow the Airport to pay for that work with \$50,000—part of the ~\$81,000 which was the 2.5% local share payment of the project, which was now in the budget (see 2/2/04 Minutes p.7 #6). In this way work could proceed in spite of the federal budget process delay and before the grant was received. It was predicted that there would be little or no change in the grant. (There were several construction bidders on the slate including: Lawrence Lynch, Continental Paving, etc. and bids were running about 8% under the projections.) Short of authorizing this letter the Airport would be expecting HTA to go out on a limb and do a whole bunch of work for the Airport without any assurance of being paid. Without this document, Mr. Weibrecht could not even process HTA to be paid. So this letter just told everybody where they were and how far they could go. It would be pre-approved by FAA so that everyone was in agreement that this work was eligible for reimbursement at a later date. So it was a good practice which years ago was not necessarily required because there was only about 35 to 45 day lag so only so much work could be done, but now that the process was going so much longer year in and year out it was necessary.

- CapePorts and Peak Pricing

There was a draft letter (see documents on file) for an upcoming comment hearing for the MassPort proposed regulations for Peak Period Pricing. The letter was drafted on the CapePorts letterhead and

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would be signed by Mr. Weibrecht, for submission. Mr. Weibrecht informed the MVAC that from everything Management had seen this program took care of the Vineyard, took care of Nantucket, and took care of Hyannis as far as giving the airports a bearable burden and exempted the airports from a sufficient number of operations so that it would not be cost prohibitive for anybody to run the service—and not just Commissioners should keep this in mind Cape Air. However Provincetown, because of a whole host of background issues, was not included in the original legislation, because they did not have Essential Air Service and status—This was a former subsidy program that was a guaranteed service affiliated with deregulation to make sure that all small communities did not lose their air service.—They did not have that status and as a result they were not automatically or specifically included in this legislation. Obviously Provincetown was extremely concerned with that.

One of the reasons for that concern was that if MassPort adopted this program—which it was anticipated they would, or something very close to it—until it was decided if MassPort was going to implement the program Provincetown could not even apply for what MassPort has allowed as a special exclusion—Provincetown was the only one that would fit it. What it came down to was that time frame was too short. Could it be made to happen, probably it could but it was only 90 days and depending on when the program was pulled in there might not be enough time to keep the flights available for sale and of course that had the merchants, the airline and everybody else associated with it in Provincetown nervous. So Mr. Weibrecht composed a draft and to make a long story short Provincetown wanted stronger language. Mr. Weibrecht would support the idea that CapePorts as an association had to help Provincetown with their plight and Mr. Weibrecht would be meeting with MassPort tomorrow to discuss why and how. The Airport could send the same letter if it so wished under the MV Airport letterhead as well and echo or deliver substantially the same comments. The writing the MVAC saw there tried to address this. Mr. Weibrecht felt MassPort was responsive, and did hear the call from all levels of the community, private citizens, all the different governmental levels etc. and MassPort needed to be acknowledged for that and the Airport needed to see what they could do about this other issue.

- Mr. Hegarty brought up that the Airport had the support of State Senator O'Leary, Representative Delahunt, Senator Kerry, Senator Kennedy, etc. Mr. Weibrecht agreed and noted they had been proactive on all of the issues and were working on Provincetown's behalf as well. Mr. Hegarty said this was what he meant. He knew they had been working for the MV Airport but asked if they knew about Provincetown. Mr. Weibrecht replied that yes, they were acutely aware of it and supported the conclusion.

- Mr. Leland paraphrased that CapePorts were all behind trying to help Provincetown trying to come into this program and out of the woods, which was fantastic. Mr. Weibrecht agreed and said ultimately as was discussed was CapePorts ready to do this, Mr. Weibrecht did not know that they could say that, nor was it necessarily legal to do X, Y or Z. But CapePorts needed to make it clear. Mr. Weibrecht and others had been able to get MassPort's ear and they had been responsive and it had worked out well. So Mr. Weibrecht's approach was to figure out why it could not be done and why it had not been done, and see what the real issue was. Maybe there was another way to skin the cat, he did not know.

- Mr. Hegarty if the proposal exempted the Airport from the \$150 fee. Mr. Weibrecht responded that a certain number of operations based on an activity levels that Management felt were appropriate which was August of 2001. MassPort took an August day and took a sample, saying here was the number of operation the Airport had, the peak period looked like this and that was what MassPort expected between 4:00 and 8:00. There were 17 operations and therefore if the program went into effect for a four

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hour period during the summer the MV community would be entitled to 14 exemptions. Outside that period there would be no additional fee and there would be no restriction on the number of times flights could go to Logan.

MassPort had the process worked out such that if there were two carriers in the market, three carriers were in the market, etc. and they did put in a clause to address the Airport's concerns that that program not only apply to Cape Air nor to only a seasonal carrier. The Airport wanted that year round service. So the year round operator got the exemptions but a seasonal carrier would not automatically be entitled to them. If the exemptions were not being used the seasonal carrier could use them. Mr. Hegarty asked if this would contribute to USAir's red ink. Mr. Weibrecht replied that USAir had not been serving Boston so the program would not really impact them from here. They might fly from other places but not from the Cape or Islands. Chair Law noted they flew out of Nantucket and Mr. Weibrecht stated that this was only once and was more of a repositioning flight and if it was outside of the peak period it did not effect anybody. So if the Commission wished the MV Airport could send the same or similar letter of support. Mr. Alley felt this was fine. **MR. HEGARTY MOVED TO SEND A LETTER OF SUPPORT FOR PROVINCETOWN AIRPORT TO MASSPORTS; MR. ALLEY SECONDED; MOTION PASSED UNANIMOUSLY: 7 AYES, 0 NAYS, 0 ABSTENTIONS.**

- Noise Abatement

While they were there Management was able to get some other work done and met with Cape Air, Dan Wolfe himself and his senior pilots, that is the chief pilots and the manager, for their pilot group to discuss noise abatement. Mr. Weibrecht emphasized that Mr. Wolfe was very aggressive in making sure Cape Air was doing its part. A few suggestions and ways the Airport could help Mr. Wolfe persuade the small percentage who did not always fly the noise abatement procedure were talked over. Management wanted to solve the problem, wanted to make sure they knew about it and that was what the meeting was about, but their responsiveness at least at the meeting was excellent and Mr. Weibrecht believed it would be on the enforcement side from an internal standpoint and company policy which was, the MV Airport had an abatement procedure, Cape Air would use it except for as allowed by the procedure itself. Everybody did need to keep in mind that at times, weather conditions, air traffic control instructions, etc. would require something outside of what the normal noise abatement procedure looked like. Management wanted to address some issues such as some in the Charles Neck Way area, the Farm Pond Development. There had been some complaints and Management was working with two of the people, one of which had been designated as representatives of the association and he and Mr. Weibrecht talked about it on a frequent basis. It was explained to him and he understood that the meeting was held to specifically address this concern so Mr. Weibrecht felt it would go a long way to making it happen.

In association with that although no action was requested this evening the MVAC should review The Sound Initiative (see documents on file). This came to Mr. Weibrecht through an industry contact in Morristown. Mr. Weibrecht felt it was something the MV Airport could sign onto and it would help within the coalition to address some of the Airport issues, one of which was the continuing operations of the older aircraft.

Congress did not address the old aircraft below a certain weight. They did for the airlines and set them up in a stage category of 1 through 4 which basically worked by the higher the number the quieter the airplane. So Congress said that by such and such a date which was 2 years ago now, any airline or other operator at more than 75,000 lbs. could not have a stage 1 or 2 aircraft. However they did not address it

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for general aviation. So this was a move towards that direction and concerned the smaller older aircraft. The literature said that a large number of complaints were generated by a fairly small number of total operators in the country. Further those aircraft because of their age were now required to go through Reduced Vertical Separation (RVSM) standards which was an upgrade of the avionics of the airplane which allowed aircraft to be placed in greater proximity to each other above certain altitudes and above certain areas, thus allowing more aircraft to operate in the same space with the same level of safety. These changes might drive a lot of these airplanes out anyhow. So this was an attempt to get Congress to legislate this on a nationwide basis. The MVAC could not legislate it locally. Mr. Weibrecht asked the Commissioners to read the document and let him know their wishes.

- Mass Airport Management Course

Mr. Flynn and Mr. Weibrecht attended the Mass Airport Management Annual 3 day conference which was held in Hyannis last week addressing all kinds of industry issues: consultant issues, FAA issues, etc. The long and the short of that was that MV Airport was tapped to host the Conference in 2006 so that two years from now the Island would be awash with airport for a few days. It was good exposure for the Airport. It was nice timing in that the Airport would probably be right at the doorstep for funding on a General Aviation Terminal building which was usually nice to have coinciding with everyone coming to the Island for a meeting, this would be where the Secretary of Transportation and people from his office would come – he addressed the conference last week—so it would be a good opportunity and would be a little help for the Island economy.

- Chair Law asked if there were any questions and then if there was any new business.

#### 8. New Business

Relative to property again Mr. Flynn while touring the Business Park checking on two of the issues that were on the agenda today, he noticed MV Lot 14 LLC / Mr. Folino, who was before the MVAC seeking his two sublet approvals not too long ago (see 4/21/04 Minutes p.1-5 # 2). Through those sublet approvals he was forbidden to have trucks on the property that were not loading or unloading, and no trucks on the property overnight. There was a truck on the property that had been there since that approval and was continuing to be there. Again this was a compliance issue. Mr. Flynn's wish was that the MVAC send him a letter requesting his presence here before the Commission at the next meeting and at the same time begin the legal process because part of that approval was that any violation on those two approvals would go pumpkin (i.e. would immediately default) so that the Airport should start enforcement action under the lease with the attorney. This was fine with Chair Law who thought it was a good move.

**MR. JOHN ALLEY MOVED TO SEND A LETTER TO MR. JOHN FOLINO OF MV LOT 14 LLC REQUESTING HIS PRESENCE AT THE NEXT MEETING AND AUTHORIZING MANAGEMENT TO BEGIN LEGAL PROCEDURE OF ENFORCEMENT OF VIOLATION UNDER THE LEASE; MR. DALY SECONDED; MOTION PASSED UNANIMOUSLY: 7 AYES, 0 NAYS, 0 ABSTENTIONS.**

There was no other new business.

#### 9. Executive Session (if required)

**MR. HEGARTY MOVED TO ENTER EXECUTIVE SESSION AT 6:10PM (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**

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**POTENTIAL LITIGATION; AND TO INVITE AIRPORT MANAGER MR. BILL WEIBRECHT, ASSISTANT MANAGER MR. SEAN FLYNN AND RECORDER MS. MARNI LIPKE TO BE PRESENT; MR. DALY SECONDED; MOTION PASSED UNANIMOUSLY: MR. MILL AYE, MR. DALY AYE, MR. ALLEY AYE, MR. HEGARTY AYE, MR. LELAND AYE, MR. PERRY AYE, MR. LAW AYE.**

Adjournment

**MR. ALLEY MOVED TO ADJOURN AT 6:23 PM; MR. DALY SECONDED; MOTION PASSED UNANIMOUSLY: MR. MILL AYE, MR. DALY AYE, MR. ALLEY AYE, MR. HEGARTY AYE, MR. LELAND AYE, MR. PERRY AYE, MR. LAW AYE.**

**Documents on file:**

Agenda 10/6/04

Vineyard Tennis Center and Fitness Club letter 9/16/04

MV Airport letter to Vineyard Tennis Center 9/16/04

Plane View Restaurant letter re: renewal of lease

Letter of Authorization for Professional Services for Engineering, Construction Administration and Project Administration

Sound Initiative letter to Mr. Weibrecht 9/27/04

Questions and Answers about Sound Initiative

Join Sound Initiative Today

Massport to Conduct Public Hearing to Receive Comments on Proposed Demand Management Program at Logan Airport 9/29/04

CapePorts draft letter to Massachusetts Port Authority 10/6/04