

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

**November 3, 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, William (Bill) Mill, Norman Perry,
Airport Staff: Bill Weibrecht - Manager, Sean Flynn - Assistant Manager
Dukes County: E. Winn Davis- County Manager;
Others: Rick Domas – HTA; Marni Lipke – Recorder; Fred Natusch - MVTV
* Late arrival or early departure (see * in text)

The meeting was called to order at 5:06PM.

1. Approval of Meeting Minutes of April 21 & September 15, 2004.

MR. JOHN ALLEY MOVED TO APPROVE THE APRIL 21 AND SEPTEMBER 15, 2004 MINUTES; MOTION SECONDED; MOTION PASSED: 5 AYES, 0 NAYS, 1 ABSTENTION – MR. T. J. HEGARTY due to absence at the April meeting. The April draft Minutes had been delivered but due to simple oversight had not been approved.

2. Cottage City Distributors, LLC – Mr. Tom Fitzpatrick, Principal

The Commission has issued a certified letter asking Mr. Fitzpatrick to appear before the Commission regarding the status of outstanding compliance issues.

Chair Jack Law asked if everyone had had the chance to read their background material and then turned the floor over to Assistant Airport Manager Mr. Sean Flynn. Mr. Flynn also pointed out the two letters from Airport Counsel Marcia Cini office to Mr. Fitzpatrick as the beginning of the legal process. Mr. Flynn had also obviously sent him a note to attend this meeting to discuss the violations on the property that were still ongoing. Airport Manager Mr. Bill Weibrecht and Mr. Flynn had the chance to go through the property again today with Mr. Fitzpatrick and Management. The lot still had the same basic list of concerns from the fall of 2003 (see 10/1/03 Minutes p.3 #4). In fact in reviewing the files today Mr. Flynn noted a letter was sent to Mr. Fitzpatrick on re-occurrence of the buffer issue in March, 2002 (see also 7/17/02 Minutes p.2 #3) and the issue went back as far as March of 2001. Mr. Fitzpatrick was present and Mr. Flynn went over the specific issues.

- The buffer was still in disrepair.
- A grease trap was installed in the buffer in preparation to allow a sublet in the building.
- Although today the property was in a neat clean, safe and orderly condition, during the summer time the Big Sky Tent did not conduct themselves in an orderly fashion. Chair Law asked if they were an approved sublet and Mr. Flynn replied that they were approved only for 3,000 sq. ft. and were occupying more than 3,000 sq. ft.
- Management had asked for an official request on an outside fenced in area on the side of the building used for storage, which they had not yet received.
- Management had asked for a parking plan for the site because parking was actually in the buffer in the space that had been designated for the grease trap. Mr. Flynn wanted to insure that there was a parking plan for all the tenants that were current occupants; this they have also not received.
- Mr. Fitzpatrick's water use was over 500 gallons per day. Mr. Flynn had checked on it today and found it to be in some cases 1500 gallons per day during the summer months.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- The Big Sky Tent Co. also had essentially a commercial laundry on site to launder their own linens as well as having their own commercial dishwasher. Management asked that the washing machine for the linens have a lint trap installed and the appropriately sized grease trap for the dishwasher, which, to Mr. Flynn's knowledge, had not happened. Chair Law asked if permission had been granted for these installations.

- Another thing was that Management had not received a Certificate of Occupancy (CO) for the whole building. Chair Law asked when the building was built, and Mr. Fitzpatrick replied that it was built in 1999 - 2000. There would also need to be CO's for the individual spaces because obviously there were modifications done to the building for the individual tenants that were occupying the space so Mr. Flynn assumed that permits had had to be pulled for additional work to the building, and Management has asked for all the inspections and Certificates of Occupancy.

- The third driveway had to be eliminated.

- Management asked that Mr. Fitzpatrick re-submit the requests for the sublets. Requests had been submitted but Management and the Martha's Vineyard Airport Commission (MVAC) did not consider them pending resolution of the other issues.

- Airport Manager Bill Weibrecht explained that among other things Management had asked Mr. Fitzpatrick to review all the sublet requests in view of possible changes from the time each original request was made to what the tenants were using the space for now. Spaces obviously had changed as Mr. Flynn alluded to, such that some tenants had taken more space. So Management would like the sublets to be squared away and everything tied up in order.

- Mr. Flynn described the history of the building, itself. The original proposal was put forward to the MVAC as a single story unit with three bays. The front bay was to be occupied by R.D. Crane as an appliance showroom; the middle bay was going to be occupied by Mr. Fitzpatrick himself; and the rear of the building was to be occupied by the tent company or other renter.

That changed in that Mr. Fitzpatrick chose not to occupy the building himself and to lease the whole building out. R. D. Crane got the necessary permission from the MV Commission (MVC) but then backed out and decided to put a showroom in Vineyard Haven. (Mr. Hegarty inserted this was the old Sears building.) Mr. Fitzpatrick explained that what actually happened with Mr. Crane was that severe restrictions were imposed as to what he could or could not sell, which he felt to be unfair, and he asked Mr. Fitzpatrick for a release. Mr. Fitzpatrick already had a written lease with Mr. Crane but honored his request for release. Mr. Fitzpatrick then came back to the MVAC with a preliminary request to put a mezzanine deck in the building which was approved. He was sent to the MVC, because although no permission was needed for any building below 8,000 sq. ft. the mezzanine put the building over 8,000 sq. ft. That approval was sought and received from the MVC.

- However the file did not reflect, nor could Mr. Flynn find final approval from the MVAC for the mezzanine deck (or second story).

- In addition, in lieu of paying into the housing fund (Mr. Hegarty clarified this as the MV Commission Affordable House Contribution Requirement) Mr. Fitzpatrick chose to donate time to Habitat for Humanity to fulfill that agreement, which so far he has not completed.

These were the issues and history as Mr. Flynn knew it. Chair Law declared this was enough.

• Mr. Hegarty had some quick questions.

- He asked Mr. Fitzpatrick how many Habitat for Humanity hours were required and Mr. Fitzpatrick answered 200 hours. Mr. Hegarty then asked how many had been completed and Mr. Fitzpatrick

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

answered 70. Mr. Hegarty asked when this waiver had been granted and was answered by Mr. Fitzpatrick and then Mr. Flynn as at the original MVC meeting which was guessed to be November 30, 2000. Mr. Fitzpatrick explained that Cottage City had made themselves available to Habitat for Humanity and whenever they had called Cottage City had responded, but as Habitat had had a fair amount of turnover...Mr. Alley requested the Mr. Fitzpatrick let Mr. Hegarty finish first.

- Mr. Hegarty assumed that the Big Sky Tent's lint trap and grease trap required permits from Edgartown and asked if they were obtained. Mr. Fitzpatrick stated that to his knowledge the work had not been done. Chair Law asked if the units were on site. Mr. Fitzpatrick and Mr. Weibrecht replied that the units were on site and the machinery was all in place. Chair Law asked if the permits were pulled and Mr. Fitzpatrick assented that the permits were pulled, and so confirmed again to Mr. Hegarty. Mr. Hegarty asked if Management had seen a copy and Mr. Weibrecht replied that no but the Environmental Protection Agency actually had to see documentation of all the items that had to have a special permit pulled and their compliance.

- Mr. Hegarty asked for confirmation that this was on a building started in 1999-2000 with no CO and no CO yet. It was four years later and there was no CO and the building had been occupied for all that time.

- As a matter that had been discussed by the MVAC Mr. Hegarty asked Mr. Fitzpatrick to explain why he had not at least placed a log or in some other way blocked the third driveway. Mr. Fitzpatrick stated he had no excuse for that.

Mr. Hegarty construed that Mr. Fitzpatrick had just blown off the MVAC. Mr. Fitzpatrick answered that if Mr. Hegarty preferred to look at it that way then yes, but that Mr. Fitzpatrick preferred to say that he had been negligent, and that he did not intend disrespect by any means. Mr. Alley confirmed that he had been asked to close the third entrance. Mr. Fitzpatrick assented. Mr. Alley asserted that this was not necessarily negligence because Mr. Fitzpatrick was asked to do something and just did not do it. Mr. Hegarty then opened the floor to anybody else with questions.

• Mr. Frank Daly asked if the lack of the lint filter and grease trap had any effect on the Waste Water Facility. Mr. Flynn replied that the Airport had had lint problems in general at the Facility but they had not been directly traced back to Cottage City. Lint has been an overall problem at the Airport. For example the main sewer line from the laundry facility at the Health Club had been completely blocked by lint three times. Because of this the Airport required that lint traps be installed at every commercial laundry facility as a protective measure. As to the grease, from time to time there was an increased flow of grease but it was tough to track it back to any one particular person; so again when Management saw these types of facilities being installed they required grease traps so that the tenant could basically be ruled out as part of the problem. Mr. Daly asked what type of grease it was, cooking or industrial. Mr. Flynn replied it was cooking grease.

- Mr. Daly asked if there was a water meter on the building itself and if water use could be measured. Mr. Flynn replied yes to both questions. Mr. Daly noted there was a penalty phase for over-use and asked if the owner was aware of the penalty phase. Mr. Weibrecht assented that this had been a point of previous discussion such that all sub-tenants and specific users were aware of the penalty, or they should be.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- Mr. Hegarty stated that Mr. Daly had brought up an interesting question. He reminded the MVAC that the Airport had difficulties with toxic chemicals from previous tenants and that detergents and soaps...Mr. Weibrecht assured him that no specific problem was currently seen in this area and that the Airport Waste Water Operator Mr. Mike Eldridge did regular annual inspections. The tenants in question were not presently in operation as the season was over. The building was very close to the look station and no high amounts of foam or other indications had been seen. It could be checked but the current issue was a dollar amount. Mr. Hegarty asked if anything could be done to lower any waste water impact on the facility. Mr. Weibrecht responded that yes, it could be included but that right now there was a whole host of issues that were on the list. Mr. Hegarty asked why the Airport should be held to higher standards than any individual tenant. Mr. Weibrecht explained to the MVAC that in this case "commercial" laundry meant the tenant used it for his own commercial business, which meant there was less of an impact (than a public commercial laundry), in that Management knew it was contained and could be controlled. This meant that although it was an issue, to date there had not been any specific concern related to that property. No specific lint or grease problems were showing up close to the building. The commercial kitchen which would have a higher grease impact had the larger grease trap so that problem was solved. The dishwasher was being used for plates after catered functions so it was an issue that needed to be addressed.

Mr. Hegarty asked if it was possible for the MVAC to set up a completion or performance bond. Mr. Weibrecht stated there was a mechanism for it and it could probably be done but that it had not been done in the past. It could be researched and/or taken up tonight depending on the desire of the MVAC. Chair Law felt the MVAC should wait to the end of this discussion before deciding this. Mr. Hegarty said he was just seeing a lot of blowing the MVAC off.

- Chair Law addressed Mr. Fitzpatrick about the seven violations, everyone of them serious, starting with the CO down to the buffer zone, the tenants, the fence, the parking plan, the water overage, and the people on the second mezzanine when there was nobody supposed to be there. This put the MVAC in a heck of a position, but what did Mr. Fitzpatrick think about not having complied with one issue. Mr. Fitzpatrick had put the MVAC in a situation where they would have to reprimand Mr. Fitzpatrick or do something. From 1999-2000 to the 2004 almost 2005 Mr. Fitzpatrick had been asked and asked and asked to comply so that Chair Law would like to know his position as it totally puzzled Chair Law. Mr. Fitzpatrick replied that frankly he has had some personal issues that snowballed into some issues with tenants who had problems and were not paying rent. Money became an issue and the situation just snowballed. Chair Law pointed out that the rent issue was not the problem of the MVAC and Mr. Fitzpatrick said he understood and that the issue was pretty much resolved now. Chair Law asked if Mr. Fitzpatrick understood that the issue with the MVAC could not be left in the current situation. Mr. Fitzpatrick understood 100%; apologized for letting the problem get to this point and was not at all happy about it himself.

- Mr. Hegarty read a letter which had stated the issues that had prevented Mr. Fitzpatrick from completing the project or getting the basic CO's for four years. These issues were addressed in the second sentence: "issues and circumstances beyond my control have hindered me from performing the tasks that should have been attended to. Many of these issues have now been resolved and I now feel prepared to take the steps necessary to come into compliance with Park regulations."

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

And Mr. Hegarty asked for a time frame. Mr. Fitzpatrick said if the MVAC would allow he would talk to Mr. Flynn and Mr. Weibrecht who understood more exactly how long it would take to accomplish these corrections and that he was pretty much at the MVAC's mercy. Mr. Hegarty insisted that Mr. Fitzpatrick was present tonight to talk to the MVAC. Chair Law seconded this saying Mr. Fitzpatrick had to talk to the Commission. It was nice to talk to Mr. Weibrecht and Mr. Flynn when the Commission was not meeting but when the MVAC was meeting it asked questions for a reason and the charges were serious. He again emphasized that there was no CO so that no one should be in the building. Mr. Fitzpatrick agreed. Mr. Hegarty stated the MVAC was there tonight because they wanted it resolved. Mr. Fitzpatrick asked if six months was unreasonable. Mr. Alley replied that yes, it was unreasonable and there was general concurrence. Mr. Alley stated he had read Mr. Fitzpatrick's letter and that Mr. Fitzpatrick knew he was in violation of the Business Park Rules and Regulations did he not? Mr. Fitzpatrick assented that he was aware of it. Mr. Alley repeated that he was aware of it and went on to say he did not accept Mr. Fitzpatrick's reason (which was actually none of the MVAC's business) but for whatever reason Mr. Fitzpatrick had let the situation get out of control.

How was the MVAC supposed to allow Mr. Fitzpatrick 6 months to fix it up and come back into compliance and then deal with the next person. Mr. Fitzpatrick agreed absolutely, that he understood. Mr. Alley continued that it was not right; he was not pleased with this and was not pleased with Mr. Fitzpatrick as a tenant who had not complied and basically thumbed his nose at the regulations for whatever reason. It made the Airport Commission Board look like they were not attending to business and although Mr. Fitzpatrick felt he would have a better opportunity speaking to Management, Management really could not help him. Mr. Fitzpatrick had broken the rules. Mr. Alley had not broken the rules; Mr. Fitzpatrick had broken the rules. Mr. Fitzpatrick made it clear he was not trying to pass this off on anybody else. Mr. Alley stressed the violations were basic things: no Certificate of Occupancy— he did not have to repeat everything— and how could Mr. Fitzpatrick lease somebody space and then increase the size of it without coming back to the MVAC; that was elementary.

• Chair Law felt this could be argued and continued for a long time. Chair Law would like to see the following rectifications — although it would be difficult:

- as Mr. Fitzpatrick stated he had all the permits Chair Law requested that they all be in Mr. Weibrecht's office on Friday;

- everybody from the top mezzanine out because there should not be anyone in the top mezzanine,

- and 30 days to comply with all other regulations, to be caught up and done within 30 days.

That's what the Chair would like to see and if it was not done the MVAC would take action.

• Mr. Hegarty asked what it cost to have Airport Counsel Marcia Cini put one of the warning letters together. Mr. Weibrecht replied that he did not remember at the moment. Mr. Hegarty asserted that one of the conditions had to be paying the legal cost involved in dealing with this, without question. It was part of the lease agreement anyway but Mr. Hegarty did not see why the Business Park or the Airport itself should incur any cost in bringing action against someone who was so flagrantly out of compliance. Chair Law concurred with Mr. Hegarty on this issue and again listed the conditions:

- everyone out of the top mezzanine,

- the permits in by Friday,

- to make the legal fees part of the compliance and

- everything completed within 30 days and if Mr. Fitzpatrick could not comply with everything the

MVAC would evict Mr. Fitzpatrick's tenants right away and go after Mr. Fitzpatrick after that. As hard as that may have to be Chair Law felt this was the way it should go. Anyone who wanted to go from

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

there could do so. He pointed out the Mr. Fitzpatrick had had four years and hadn't complied yet so that another 30 days was being pretty good. By rights the MVAC should probably evict him tomorrow along with his tenants and let him deal with the other issues. Mr. Daly asked if this was a motion. Mr. Hegarty pointed out that there were holidays over the 30 days. Chair Law replied that there had been holidays over the four years; 30 days was 30 days Thanksgiving notwithstanding.

Mr. Fitzpatrick had all the permits and so did not need anything that could not be done, except the CO and Mr. Fitzpatrick could get hold of Edgartown Building Inspector Mr. Lenny Jason in 30 days. Mr. Alley suggested it be made December 1st, just under 30 days which coincided with the next meeting of the MVAC. Mr. Law said this was fine with him and adjusted the motion to December 1st.

MR. JACK LAW MOVED THAT COTTAGE CITY DISTRIBUTORS, LLC. BE REQUIRED TO

- HAVE ALL PERMITS ON THE AIRPORT MANAGER'S DESK PRIOR TO CLOSE OF BUSINESS FRIDAY, NOVEMBER 5, 2004,**
- HAVE EVERYONE OUT OF THE TOP MEZZANINE PRIOR TO CLOSE OF BUSINESS FRIDAY NOVEMBER 5, 2004,**
- AND THAT ALL VIOLATIONS BE RECTIFIED BY THE DECEMBER 1, 2004 MV AIRPORT COMMISSIONER'S MEETING,**
- WITH THE EXCEPTION OF THE MV COMMISSION AFFORDABLE HOUSING CONTRIBUTION REQUIREMENT WHICH WILL BE DEALT WITH AT THE DECEMBER 1, 2004 MV AIRPORT COMMISSIONER'S MEETING,**
- AND THAT MR. FITZPATRICK PAY LEGAL COSTS ASSOCIATED WITH THE CURRENT SITUATION;**

MR. HEGARTY SECONDED;

• Mr. Daly asked if there was a gathering of all the things the MVAC wanted on one piece of paper so the MVAC could look at it. Right now there was a scattering of these violations. Was there one chart where the MVAC could say, this was done, this was done and this was done. Chair Law offered to read into the record what Mr. Flynn had told him. Mr. Flynn responded that Management had just done the inspection today so a list would be prepared and sent out. Mr. Daly explained that this would be something the MVAC could have so that nobody could say, well, that was not on the list. MR. ALLEY DIRECTED MANAGEMENT TO PREPARE A LIST OF ALL THE ITEMS SOME THAT WERE JUST TALKED ABOUT AND ANYTHING ELSE, SO THAT THE MVAC WOULD COME TO THE MEETING WITH THE LIST RIGHT THERE. Mr. Daly agreed and Chair Law said Mr. Fitzpatrick could pick up the list Friday.

- Mr. Alley stated that Chair Law's motion stated a couple of days to get the tenants out of the mezzanine and he would like to amend that to 48 hours. Chair Law so agreed and asked Mr. Flynn to note this as close of business on Friday.

• Mr. Hegarty pointed out that there was one condition Mr. Fitzpatrick would be unable to accomplish in 30 days and that was the Affordable Housing Contribution.

- Mr. Weibrecht had worked out a possible solution for Mr. Fitzpatrick to get an accounting in writing and offer those services in writing again so that Habitat For Humanity was aware that his services were available and then come back to the MVAC with the numbers to make that happen.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- Mr. Hegarty countered with a suggestion to get a buy-out figure from the MVC. He meant that 70 hours divided up over the last four years was less than 17 hours a year and did not in his book show good faith. Mr. Flynn suggested that there might have been some MVC factors, which Mr. Weibrecht felt might also have been one of the issues and asked to look into the matter.
- Mr. Alley requested while the matter was still in discussion if Mr. Fitzpatrick clearly understood what the MVAC was talking about. Mr. Fitzpatrick answered yes.
- The motion was read and clarified.
- Mr. Hegarty asked how the MVAC would deal with the Affordable Housing buyout. Mr. Weibrecht stated he would look into it. Mr. Hegarty stated something should be mentioned in the motion or it would be pretty much impossible to complete the work or comply with the motion—as it was not likely Mr. Fitzpatrick could put in 130 hours in 30 days. Mr. Weibrecht asked if a buy out was being required and was about to state his issue with the matter. Mr. Alley stated it was just an option. Mr. Hegarty repeated that he was seeing a real lack of good faith effort; since divided up it was 17 hours a year and it did not seem to be working and there was another issue of taking advantage of a trust that the MVAC was here to discuss. The motion was clarified such that Mr. Weibrecht would get a figure and that this one item be held until the next meeting.
- Chair Law asked for anymore discussion. Mr. Alley assumed that the matter would be taken care of and on December 1st when the MVAC sat down Mr. Fitzpatrick or Management would be able to say it was done. Chair Law stated Mr. Fitzpatrick would be present to tell that to the MVAC. Mr. Alley stated that he had better be there. Chair Law said they were hoping so. Mr. Alley stated he was not hoping, if it was not done...Chair Law continued the MVAC would take severe action, which Mr. Flynn pointed out had already started. The process had begun and that the next step was that the full list would be provided back through the attorney's office and the tenant would get a second notice. Mr. Alley reminded Mr. Fitzpatrick that he would also work on an amendment to the sub-lease for the larger space than was originally talked about with the Big Sky people. Mr. Weibrecht reported this would be specifically addressed with Mr. Fitzpatrick's sublets and was one of the things that would come up after all these issues were addressed on, December 1st; then sublet issues could be addressed. **MOTION PASSED UNANIMOUSLY: 6 AYES, 0 NAYS, 0 ABSTENTIONS.** Chair Law stated they would see Mr. Fitzpatrick on December 1st. Mr. Hegarty stated Management would see Mr. Fitzpatrick on Friday, but Chair Law was talking about the MVAC which would see Mr. Fitzpatrick December 1st.

3. MV Lot 14 LLC – Mr. John Folino, Principal

The Commission has issued a certified letter asking Mr. Folino to appear before the Commission regarding the status of outstanding compliance issues.

Chair Law moved on to this item and Mr. Flynn explained that this item was actually less complicated than the last one. Back on April 21, 2004 Mr. Folino was before the MVAC to seek approval for sublets for Clarence Barnes and Bay State Construction Services.

As the MVAC would remember, these were two tenants had been placed in the building without the Commission's prior consent, which had also been a previous issue with Mr. Folino (this was not the first time it had happened). The MVAC put a condition on the approval of the sublet that no trucks associated with Mr. Barnes' operation be there when not loading or unloading or in the overnight hours (see 4/21/04 Minutes p.1-5 # 2). Since then and prior to the vote a truck of Mr. Barnes has been continuously

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

parked at the facility. So the MVAC asked that Mr. Folino come before it and that Airport Counsel be asked to start the process to put Mr. Folino in official violation. Mr. Folino was present and the attorney had sent the official violation notice.

- Mr. John Folino wished the MVAC a good evening and introduced himself and Mr. Trip Barnes. About six months ago on April 21st as Mr. Flynn mentioned Mr. Folino asked the MVAC for a re-review in six months to see if MV Lot 14 LLC had improved. Since that time what had Mr. Folino done:
 - He got rid of all but one trailer which he had asked Mr. Flynn permission to keep. Mr. Flynn noted this was associated with Mr. Folino's own business.
 - Mr. Folino entirely cleaned up his site immediately – the next day, and since then had maintained it in a clean condition.

Mr. Folino's contention was that he had been a good tenant in that building. Frankly, tractor trailer trucks in question were not the sort of thing one drove home at night and parked in one's driveway. He went right to his summary and stated there was no intentional violation of the conditionally imposed parking status placed on Mr. Folino's tenant Mr. Barnes. Mr. Folino asked the MVAC to be reasonable and loosen this restriction to allow Mr. Barnes to conduct his business both in keeping with the MVAC's requirements and also frankly in keeping with his business needs. This was the summary, Mr. Folino had a lot of build up to this summary which he would be happy to present if the MVAC so desired. The only violation which he understood initially was junk in Mr. Folino's yard which he had cleaned up and will maintain clean, and Mr. Barnes' truck being stored in the yard 24-7. Interestingly enough there were 14 other docks in the Business Park (Mr. Folino built every one of the buildings around here and he had pictures) and at this moment there were trucks and trailers in those docks, maintained on Sundays, Saturdays, Christmas and holidays. So Mr. Folino's question was why was Mr. Barnes different from them or was everyone else wrong; and Mr. Folino did not know the answer to that. If the answer was that MV Lot 14 LLC could not keep a trailer at the dock, where should they be put? Mr. Folino had a letter from an architect in a permitting mode which Mr. Folino had been doing now for 40 years. MV Lot 14 LLC frequently applied for permits with docks as parking spots for those kinds of trucks, because one did not bring those kinds of trucks home. So Mr. Folino was missing the reasoning; there was a disconnect in his mind. He remembered what was said but was thinking of the reality of what was done with a tractor trailer truck at night. Look around, the trucks were sitting in the docks and yes, Mr. Barnes' truck was too. There was no intentional violation of the conditionally imposed parking standards placed on Mr. Folino and Mr. Barnes' or any other tenant subsequent to Mr. Barnes or before Mr. Barnes. He asked this Commission to be reasonable and loosen that standard and allow Mr. Barnes to keep a truck there 24-7. In fact now there was only one truck there where before there were two. Mr. Folino was permitted for five both by this Commission and by the MVC.

That was what his application was for on February 17, 2000 at the MVC and it was approved across the board on March 17, 2000.

- Chair Law stated that the MVC was one Commission and this was another and without speaking for the Commission, he stated that the last time the MVAC met with Mr. Folino, the decision was—and Mr. Folino was told so—that there were to be no trucks on the property. And Mr. Folino knew that when he left. It was an issue that was discussed right away. It was noted that there were state trucks there and one of Mr. Folino's and that other than that there were to be no vehicles left overnight on the property.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

Chair Law wanted to make sure, to make clear, that this was what was discussed and voted on. Chair Law then opened the discussion up to the Commission.

- Mr. Folino asked to interject and requested to know why that was.
- Chair Law let the Commission discuss it. Mr. Flynn responded that the discussion was on the higher utilization of the building on the lot. Without offering an opinion, Mr. Flynn explained that Mr. Folino's building had a large number of tenants who generated a lot of activity on the property. With Mr. Barnes in particular the trucks were being used for storage and in this manner Mr. Folino would be allowing Mr. Barnes to operate outside of the confines of the building. In pulling up a truck and using it for storage, it indicated the building was no longer being used for storage as it was supposed to be, the trucks on the site were being used and the MVAC did not want that to happen. Mr. Folino responded that he removed those tractor trailers and buses immediately. Mr. Flynn concurred that buses had been removed. Mr. Folino added that he had also had a derelict trailer or two and some other stuff.

- Mr. Hegarty was not at the meeting but asked if the truck in question was currently registered and inspected. Mr. Barnes replied no. Chair Law asked Mr. Barnes if it was used for storage. Mr. Barnes replied that there was a load in it right now that the Sheriff put in, and Mr. Barnes was just waiting until he reported back. As a matter of fact Mr. Barnes was not sure if the truck was registered or not but for discussion purposes agreed to say it was not. Chair Law stated this was being honest and appreciated it.

- Mr. Daly asked what rule was the basis for the MVAC's desire not to have the truck there, whether it was written or in the lease itself. Mr. Flynn replied that it was a condition of granting Mr. Folino approval for a sublet based on a concern of the MVAC. Chair Law further explained that when the trucks were in and out for a couple days that was one thing but the MVAC did not want it to be left as another way to have storage. The MVAC was aware that there were other trucks at docks throughout the Business Park but again the Commission did not want a trailer stuck there and used for storage for anybody.

- Mr. Alley taking Mr. Barnes at his word, noted that if the truck was not registered than it was not going to roll one or two days a week, or any day a week. It was pure storage which brought the matter back to the original concern of the Commission. It was an additional storage unit and that was wrong. It wasn't as if it was being filled up with Coca Cola everyday which was then delivered to the stores. Mr. Alley did not care what was in it. This was none of the MVAC's business but it should not be there.

Chair Law agreed that this was the issue. If goods were being moved along and the trailer was there for two to four days and took off and came back that would be one thing.

- Mr. Daly felt that this brought up the issue of other businesses bring in trucks and expanding their capacity. If the MVAC allowed a mobile vehicle to be brought in and no longer be legally registered and be made part of a building that was circumventing what the Commission had approved.

- Mr. Barnes felt it was very important that he say something. When he rented the building Louis who was a food broker had used the building for Pepperidge Farm, and then he went out of business and the site was available and Mr. Barnes went and looked at it. There was no question of trailers pulling in and trailers pulling out and Mr. Barnes hauled some stuff in there for him. So it would never occur to Mr. Barnes there was a problem. Mr. Barnes was listed in the Yellow Pages as being in the moving and storage business, the truck rental business and the storage trailer rental business. Inside the building he was now constructing there was probably 250, 000 pounds of furniture from 25 houses at 10,000 pounds

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

a piece. There were many people doing massive renovations. Down on Mr. Barnes property in Vineyard Haven, he had about 30 vehicles which were full. This was called storage in transit and was a very hard situation. Mr. Barnes much preferred to put them into and take it out of the warehouse at \$40 a man hour, but there was enough work so that it was not feasible to push the issue. Mr. Barnes was going in and out of the lot and getting much better use of it—because it was a haul to and from Vineyard Haven—and then was told no please don't do this. Mr. Barnes did a lot of auctioneering and was a Director of Preservation Trust and also had a couple buses of things from the Historical Society and one for the Preservation Trust for which he did Mystery Bus Rides and other charitable things. He was a little upset at being accused of storing things in buses and just wanted to clarify the matter. The seats were on the buses. He found other places to put the buses as he had considered this a temporary injunction, until the organizations could decide where they wanted to put them because the buses were theirs. When Mr. Barnes took tenancy, Mr. Folino had a lot of stuff around and Mr. Barnes moved a lot of stuff around and cleaned up. There have been no accidents and no complaints, the inside of the building was very orderly. At the height of the season they sometimes did not go to the dump for a week, and there were some palletes on the dock but that was about all. Mr. Barnes was just thunderstruck. As a tenant maybe Mr. Barnes was perhaps guilty of not finding out and questioning, but Mr. Folino has been really good to him, handshake deal and moved in and then all of a sudden, "Oh, you can't put trucks there." Well, Mr. Barnes was in the trucking business and the moving and storage business and there were only two such businesses left on the Island. Mr. Barnes was very, very busy and paying an awful lot of rent. Actually this turned out to be a marginal issue unless Mr. Barnes could get a couple more people in because he was actually running the storage business for Mr. Folino at this time. It was financially unclear to Mr. Barnes, who was thinking about the responsibility, the insurance and this and that – which was not the MVAC's problem...but on top of this he could not now drive a truck through or park it where there was a place for two tractor trailers and a drive through on the side as was represented to him (and as it had previously been a sort of trucking and warehousing facility.)

He was now hearing in this discussion that the MVAC did not want storage which was a real kicker for Mr. Barnes and presented a real problem as he was now at the mercy of the MVAC and did not even know where to put the material he was given for storage. He had calls from 25 or 35 people. Mr. Barnes welcomed the MVAC to take a tour and see what was going on at the lot and determine how serious the situation was. Mr. Barnes did not think Mr. Folino intentionally misrepresented much to him but it was a bit of a shock. There were two loading docks and it was felt a lot more use could be gotten out of this space. It was very, very difficult if every time there was a load two guys were needed to drop things off or pick things up as most people at the table were aware of the labor problems here, especially truck drivers. So as a sublettor, he was in shock and treading water. Mr. Barnes had plates that the vehicles were moved around with and he had 40 trucks currently registered and probably another 30 trailers. There was a very controversial load inside the truck that was parked there now, and if that was upsetting he would take it away, but he had removed everything except that one truck feeling that if he could not park that one truck outside then he was in deep trouble. In fact he was in deep trouble right now, because the company was terribly, terribly busy. Mr. Barnes was on the road a lot and he did not want this situation hanging over his head. The decision was up to the MVAC as to what was going to happen. Mr. Barnes had waited for years to see what was going to happen at the Airport Park. He had put in an application and it was a mystery how some Off-Island storage got in even though he had sent some registered letters to please notify him the next time any lot was available. He tried to read the paper, but the more he heard the scarier it seemed.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- First of all Chair Law explained that none of this was directed at Mr. Barnes, the sub-lessee. Chair Law asked him if Mr. Folino had informed him after the MVAC met last time (in April) that Mr. Barnes could not store trailers on the site. Mr. Barnes stated he and Mr. Folino had that conversation but it did not come up when Mr. Barnes first went in there. But Mr. Folino removed some trucks that the previous tenant abandoned. Chair Law went on to clarify that the MVAC was allowing storage in the building but not storage trucks that would be in addition to the square footage of the building.

- Mr. Daly agreed that this was an established policy and that Mr. Barnes needed something in direct opposition to that policy. The MVAC did not want to see the Airport Business Park become a parking place for trucks.

- Mr. Hegarty expressed concern that Mr. Barnes not be singled out. He explained that the issue was trucks being parked there for months at a time as outside storage units. The MVAC did not want this truck, if it was un-registered or other such trucks throughout the Business Park that were just parked there as storage units. It was meant as an active loading / unloading dock and not as outside storage square footage areas that were not being accounted for. Mr. Barnes saw his point.

- Mr. Alley's question to Mr. Folino was what part of no did he not understand; the discussion was going around again in a whole big loop.

- Mr. Folino asked for clarification on whether it was the issue of trucks or the issue of trucks with something in them, because tenants needed to bring in trucks and leave them at the dock. Everybody did, and it was the only way it could be done, but if they were loaded and temporary warehouses which was what was discussed back in April, then he could prevent that from happening. Chair Law stated that this was what was happening, and this was the issue. Mr. Folino stated he could have an understanding with Mr. Barnes if an understanding could be reached tonight. The only trouble with Mr. Barnes' business was stuff might be partially loaded from one day to another. Mr. Alley interrupted that this was not the business of the MVAC. Several people spoke at once and Chair Law called order and asked Mr. Barnes to sit down. Mr. Barnes guessed it was a whole bowl of worms.

- Chair Law explained that this started with violations to Mr. Folino, not even relevant to Mr. Barnes who just happened to be the end result. He then read to Mr. Barnes:

"As of the April 21st, 2004 meeting of the MV Airport Commission the Commission APPROVED, with conditions, your request to sublet a portion of your building to Clarence A. Barnes, III. At that meeting you stated you understood the conditions that were being placed upon the approval, however since that time one of Mr. Barnes trucks has been consistently parked at your building in direct violation of the conditions placed on you at this meeting. I have on one occasion warned you verbally of this violation and it still remains uncorrected. It is my intention to bring this to full Board's attention at a future meeting. You will be notified two weeks prior to the meeting."

Mr. Flynn dated this as August 25, 2004.

- Mr. Folino asked the MVAC for the following request: to keep a tractor trailer truck at the each or any of the docks without regard for the time of day or the length of time as other people were doing. He asked what other conditions were imposed on other people.

- Mr. Alley put forward that the MVAC was dealing with Mr. Folino, who was before the Commission at the moment and not to worry about other people. This was something the Board had to deal with now.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- Going forward, Mr. Folino asked how could this be resolved to both their understandings.
- Mr. Mill asserted the other trucks were there because they were going to be loaded in the morning and were going to go out and make deliveries and come back and off-load but this truck was parked there, not registered and was a storage unit.
- Mr. Folino asked to assume for the moment that it was registered.
- Mr. Mill repeated it was a storage unit.
- Mr. Daly stated the basic question was whether the truck departed overnight; and if there were other people doing it, it was a violation and would have to come before the Commission. Mr. Folino stated this was every tenant in the park. Mr. Daly stated that then they would have to come before the Commission. Mr. Folino asked what was done with a tractor trailer truck at the end of the day. It was unreasonable not to be able to keep it at the dock. He understood the concern not to make it outside warehouse but he could not understand that a truck could not be kept at a dock.

- Mr. Flynn stated it was the Commission's will. As each individual sublet was brought before them they look at them and decide which conditions or no conditions would be put on them. They predicted that this was going to happen: that there would be a truck parked there that was going to be used as a storage container. So the MVAC used its discretion and decided that this was not going to happen for this particular tenant. And this issue was that it had in fact, happened. Conditions would be different depending on the type of tenant that was put in the building. It was not the same for all businesses all the time.

- All Mr. Folino could say to this was with all the trucks that were in the Business Park how many had trucks with things stored in them. Who knew? Chair Law again called for order.

- Chair Law asked Mr. Folino when he got this letter on May 4th addressed to him and signed by Mr. Sean Flynn the first provision was all about the lease, lot number and so forth. Number two in the lease said:

“That NO trucks associated with the herein approved sublease be on the property during the overnight hours (1/2 hour after sunset and 1/2 hour before sunrise). NO trucks associated with the herein approved sublease be on the property during the daylight hours (1/2 hour before sunrise and 1/2 hour after sunset) unless they are attended and are actively being loaded or unloaded.”

That covered the issue. Mr. Alley agreed.

- Mr. Folino stated he frequently checked the trailer at the dock to see they were empty and in fact the doors were open and initially they were. Mr. Flynn stated that this particular truck had been there with the doors closed on it since the Board approved it. Chair Law again called for order and asked Mr. Barnes to sit down.

- Mr. Alley asked if that answer was a yes or a no. Mr. Folino did not know. Mr. Alley confirmed he did not know that. Mr. Folino knew that one of the trailers was emptied immediately and was eventually removed because that conversation was had. But he came back to his early request and asked if the Commission could meet Mr. Folino halfway and allow one truck at the dock not to be used as a the warehouse. Chair Law stated he could do this because as long as the truck was being loaded or unloaded it was not an issue for the MVAC. It could come and go.

- Mr. Barnes asked if it was his turn now. The MVAC had an issue with Mr. Folino. And Mr. Barnes had an issue with Mr. Folino—and he did not know whether it could or could not be resolved—but there were 20 people working for Mr. Barnes who were waiting to find out what was going on. Mr. Barnes

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

was not begging for anything, he never had and never would. He had so many trucks, that if the MVAC wanted empty ones out here, he had them, did they want drop off loads, or full trucks, just tell him and he would try to blend it in. There had now been 10 minutes of conversation over one particular truck, he would drive that back to Vineyard Haven and bring out a different truck. Mr. Barnes felt this was ridiculous and sounded very embarrassing to him. He was sitting here with a bunch of Islanders and talking about, "Well this one was a full one."

Mr. Barnes was in the moving and storage business and if he was not wanted in the Business Park than somehow he had to find some place to go and get out. There had been a misunderstanding and he was not even going to call it a misrepresentation. Mr. Barnes had a couple of trailers there and he had to get them out of there and now he was being told the empty ones were all right but the full ones were not okay. Obviously his blood was going up, because the MVAC could not disallow what else was going on there. Mr. Whiting was around the corner, Cape Cod Express was right next to him. Maybe he and Mr. Folino should come back in Executive Session when the MVAC had gotten it together. If he was Mr. Folino he would be going through the roof, since aside from helping to build the Park he had been really good to Mr. Barnes. Mr. Barnes interest was being in moving and storage where he did not have to feel guilty with Mr. Flynn peaking in and saying, "Got to have a load in it been here a week." Chair Law understood what Mr. Barnes had to do and he felt bad for Mr. Barnes who was maybe a victim of the situation.

- Chair Law's issue was that Mr. Folino agreed to something. maybe just to get the MVAC out of the way and to get out of the room that night. Mr. Folino agreed to what Chair Law had just read and knew what the deal was. Now all of a sudden he was asking the Commission to change it. Mr. Folino was being reprimanded because he knew what the deal was and had said, "Yes, yes, yes, I'm all set. We can do that. We're fine" but he did not tell Mr. Barnes the whole story. Mr. Folino asserted he had told Mr. Barnes the whole story but they had changed it since then. Chair Law stated that Mr. Folino should not have done so and Mr. Folino knew that. If he had changed it since then, it was between Mr. Folino and Mr. Barnes not between Mr. Folino and the MVAC because Mr. Folino knew the deal. It's up to the Commission what they wanted to do but if Mr. Folino changed it between himself and Mr. Barnes it was too bad for Mr. Barnes and Mr. Barnes should be taking the matter up with Mr. Folino because Mr. Folino knew the deal when he came. Chair Law asked the Commission what it wished to do, as it was time for this to be over.

- Mr. Daly stated the matter was already in writing as read. Chair Law stated the letter read was from May, 2004 and the tenant was now in violation. Mr. Alley and Mr. Daly both stated he needed to comply with the terms of what was agreed to before. The MVAC was not adding anything or changing anything only asking Mr. Folino to comply with what had already been agreed to.

- Mr. Barnes asked if there was anyway of changing what had been agreed to because it was going to effect Mr. Barnes and his company, and his company was not a joke. Mr. Alley asserted that the MVAC could not deal with Mr. Barnes because he was a sub-lessee. Chair Law assented stating this concerned Mr. Folino. Mr. Barnes asked to speak for Mr. Folino, but the MVAC stated he could not speak for Mr. Folino.

- Mr. Folino again went back to what was he had said when he first introduced himself, which was to ask the Commission to consider reducing the restrictions and allowing Mr. Folino and Mr. Barnes to keep a tractor-trailer or a straight truck at the docks, but empty. Then Mr. Folino would deal with Mr. Barnes in making sure it stayed empty, which he had done initially, after the meeting. However at this

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

point he did not know if there was anything in the truck—Mr. Barnes told him there was and he had to believe him. For a while there was not, (the truck was empty) which Mr. Folino realized was not what had been agreed with the MVAC but on the other hand they were empty trailers, which to his mind accomplished the goal. The primary goal as he understood was to keep warehousing from occurring from outside of the building, to keep from creating new warehousing space. Chair Law added that there was a history with this property which was why the restrictions were put there. Mr. Alley asked why that truck had to be there. Mr. Barnes answered it was because he was in the moving and storage business and had to go back and forth. Mr. Alley had addressed the question to Mr. Folino. Mr. Folino stated that when he initially applied for permission in 2000 to build on the lot both at the MVAC and the MVC he did so knowing there would be tractor trailer trucks kept on the property 24-7 except when they were out delivering or picking up goods. Subsequently when the first tenant left—and left Mr. Folino with a mess which he cleaned up with some help from Mr. Barnes—Mr. Barnes moved in. Then there was the issue with the sublease which was resolved with the conditional lease. However the restriction to take the truck out at night was cumbersome because it is not like a small car that one would take home. It was a big truck. But Mr. Alley pointed out that they were not just leaving tractor trailers there, they were leaving the trailer. Mr. Barnes referred to the tenant around the corner who had trailers parked all over the place. Mr. Folino referred to occasions where there were tractor trailers parked at docks.

- Chair Law cut the conversation short saying they had all gone over and over this and asked the will of the Commission. Mr. Daly again stated that there was an agreement which had been finalized for some time. **MR. ALLEY MOVED TO ENFORCE THE TERMS OF THE MAY 4, 2004 LETTER AS AGREED TO BY ALL PARTIES; MR. MILL SECONDED;**

- Mr. Hegarty stated he heard Mr. Folino and Mr. Barnes and knew that Mr. Barnes was an active member of the community. This meeting tonight was a disciplinary action and was not the setting to ask for a re-conditioning. He thought the MVAC should move on, he thought the MVAC should uphold the agreement that was sent to Mr. Folino on May 4th, and he thought Mr. Folino and Mr. Barnes should come back to the MVAC at the next meeting to present their case to park a truck that was not used as a storage unit as others did in the Business Park, and he made this motion. However, there was a motion already on the floor. Mr. Alley felt this was a mixed message. Mr. Hegarty clarified that he supported Mr. Alley's motion but that he wanted to move on and the matter be placed on the agenda of the next meeting. There was general agreement from the MVAC. The parties could return but it was not a matter for tonight. The motion was read and the vote called.

MOTION PASSED UNANIMOUSLY: 6 AYES, 0 NAYS, 0 ABSTENTIONS. Chair Law affirmed the matter would be put on the agenda for December 1st and the parties could bring in their new proposals for discussion. Mr. Barnes asked if this meant he had to take the trailer out and rotate an empty one in. Mr. Flynn stated unequivocally no and repeated that the provisions of the letter which stated "That NO trucks associated with the sublease be on the property during overnight hours." This meant none at all. "No truck associated with the sublease be on the property during daylight hours unless they were attended and were actively being loaded or unloaded." Mr. Folino thanked the Commission for their time and affirmed he would be present on December 1st. Chair Law confirmed that he had a copy of the letter, and Mr. Folino assented.

5. Draft Version / Final Environmental Impact Report (F/EIR) – Rick Domas of HTA

Questions, comments and a Vote to Approve submission of the documents to Secretary of EOEA / MEPA. It is anticipated that there will be minor edits substitution of graphics prior to final submission. If the document is submitted as planned by November 15th, the

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

Airport Commission should receive final Massachusetts requirements from the Secretary on or about the 1st of January. Additional permit application is also being made simultaneous with this process with the Mass. Natural Heritage / Endangered Species Program.

There was a brief discussion on the order of the agenda to accommodate those trying to make the ferry. Mr. Weibrecht opened the discussion by confirming that the MVAC had each received a preliminary copy of the F/EIR the culmination of about two and half years of work and study which started with the Environmental Notification Form (ENF), etc. Management and Hoyle Tanner Associates (HTA) were here tonight to make sure the Commission was comfortable with the basics in the report as previously discussed. While Mr. Domas started his report while Mr. Weibrecht handed out some revisions with the graphics.

- Over the last week Management met with the Natural Heritage / Endangered Species office on the Mainland in regards to some of the special species concerns hence there would be some changes to the environmental management plans for the property that would be incorporated into the report.
- As mentioned in the agenda there was one additional permit required from Mass. Natural Heritage regarding the endangered species that was required from Mass. Natural Heritage regarding endangered species so the application was being made with the submission to or filed simultaneous that it will include a copy of the permit.
- Mr. Domas and Mr. Weibrecht had discussed other changes that would include more of the discussion and correspondence they had with the MVC. The Commissioners had seen this material but it had not yet been included in the document. Now however, the volume was nearing completion for final submission.
- A copy of this document had been provided one day earlier to County Manager Winn Davis and Sheriff Michael McCormick as there was language in the Report dealing with the jail issue.
- The MVAC was reminded that ultimately almost the same information as was in the Mass. State F/EIR was filed as an Environmental Assessment, the Federal equivalent of this document.
- Mr. Domas noting for the Commissioners that as predicted the document had gotten progressively smaller, reminded them of the history of the procedure. The previous Mass. State document was called a Draft Environmental Impact Report (D/EIR). (The Federal document was called the Environmental Assessment making up one series of documents meeting two requirements.) It had been predicted that as the documents were submitted and went through public and agency review the Airport's analyses would be accepted and additional questions or comments would become fewer and fewer at each stage. This was exactly what had happened. The D/EIR which was filed in mid-May went through a 30 day public comment period. Although the Airport did not receive any individual comments from Island residents, there were a number of comments from Federal and State agencies. The MVC and the MV Conservation Society were the only Island based entities that submitted comments. The current report, the F/EIR, structure was reviewed.
- Right up front Chapter 1 covered and addressed the comments and initial Secretary's Certificate which had been received on the D/EIR.
- Natural Heritage had questions on rare species (as Mr. Weibrecht had mentioned above) and had asked for additional surveys, which have been done. All this additional information was covered in Chapter 2 of the Final Document along with several related documents in the appendix.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- Chapter 3 was the same mitigation commitments from the D/EIR which were repeated here as a formality.
- Appendix A was a response to all of the comments the Airport had received on the previous documents: each comment letter with marginal notes, followed immediately by a restatement of the comment and the Airport's response.
- A series of other Appendixes was also included.

There were two comments from the West Tisbury Planning Board addressing the County Jail issue and consistent with how the Airport addressed the County Jail in the past, the Airport did not speak for the Sheriff. A response was drafted and submitted to the Sheriff for his review. The F/EIR would not be submitted until the Sheriff had approved the responses which were in Appendix A, (the second to last letter):

“Note: This Draft response will be reviewed edited if necessary and approved by Sheriff McCormack prior to MEPA submittal.”

Mr. Domas again emphasized that it went along with the Airport history that essentially the County Jail was a project that the Sheriff was promoting, in that other than a comment that would be addressed to the MVAC as a landlord (such as how would the Airport accommodate the traffic or waste water associated with that plant) the Sheriff was asked to weigh-in on any comments related directly to the jail such as size, etc. Consequently the document would not be submitted without the Sheriff's approval of the response. Mr. Weibrecht expanded that a copy of the F/EIR had been provided to the Sheriff, who had not responded at all. Mr. Weibrecht would call him tomorrow to confirm approval since in order to stay on deadline Mr. Weibrecht would have to have an answer by Monday or Tuesday at the extreme latest.

There was a brief joke about the Sheriff's being busy with his re-election. Mr. Domas continued that the first comment had been on insufficient public review which the Airport dealt with fairly completely. The second comment dealt with the size of the jail which the Sheriff had addressed in the earlier D/EIR and was copied here. (The same comment keeps coming forward from the West Tisbury Planning Board.)

- The timing was planned as follows. If the MVAC voted to approve tonight the F/EIR would be submitted on November 15th. It would be noticed in the Environmental Monitor, the listing of the availability of the document. This would start a 30 day public review period which would end just prior to Christmas. Then there was a seven day period for the environmental staff of the Mass. Environmental Protection Agency (MEPA) to submit a final comment letter, which was due December 30 or 31, 2004. With the receipt of that final MEPA letter essentially the whole state environmental process at the broad brush level would be complete, although the Airport would still have to get individual permits to move the project forward. The 14 projects in the Airport Improvement Plan: the ramps, the multi-modal consolidation center, etc. would all be approved and could be pursued without further environmental review. It would get the Airport out of the environmental business for 7 to 8 years.
- Mr. Perry restated a jail issue such as the West Tisbury Planning Board saying the jail was too big; the Sheriff would then respond that it was not; and he asked what would happen next. Mr. Weibrecht responded that when Mass. State built a building like the jail they were required to undergo this same process also. Neither the Airport nor the Sheriff could provide sufficient data until the next step had

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

been completed. Currently the only justification for the size of the jail was what was put forward by the Task Force.

- However at such time as the project moved forward it was likely there would be additional requirements either imposed upon the Airport as the property holder or imposed on the Project because of the method of funding such as if the State gave them funding through the Department of Capital and Assets Management (DCAM).

- When DCAM gave money they had their own public participation project. So this F/EIR was not a carte blanche to build a 300 bed jail—or whatever the case might be. The F/EIR at a whole sale level the MVAC had done its business in assessing what information it had on the issue, for example car traffic. (There might be other requirements anyway such that before X could happen Y must happen—this had happened with the Waste Water project—but in this case it would not be known until the next step happened: the next step being when the Airport asked for final permit requirements.

- In brief the Jail would be addressed again in the future with a review / participation process specific to the jail. At this point such issues as how many beds the jail needed to have was not information the Airport either had or could provide. Mr. Perry asked for confirmation that the F/EIR was attempting to address the land requirements only. Mr. Weibrecht confirmed this was correct.

- Mr. Hegarty asked if Mr. Perry had read the County Jail Task Force Report. Mr. Weibrecht and Mr. Domas explained that major parts of the Task Force Report were incorporated into the D/EIR and the entire Task Force Report was included in the D/EIR Appendix. Mr. Perry felt that it was needed and had an issue with that. One board's opinion might be they did not want it but at some point someone else would say, that was all well and good but it was needed and that would be the end of the story. Mr. Weibrecht agreed. Mr. Hegarty stated the Airport had addressed the land part of it and the Jail Task Force was another part of it and that was in the Sheriff's hands right now. Mr. Weibrecht inserted that A FULL FEASIBILITY STUDY WAS STILL REQUIRED, FUNDING, DESIGN, ETC

Mr. Perry stated that at some point in time the Sheriff would make a decision saying there it was and that was what it was going to be, period.

- Mr. Weibrecht then emphasized that Sheriff would do that but whether or not the MVAC would accept it was the MVAC's choice as a Board. Whether or not 82 vs. 62 beds was acceptable was under the control of the MVAC. In fact there might be additional concerns such that they might say the Airport resources could accommodate nothing bigger than 30 beds – but that would need additional study. Mr. Hegarty stated this would never happen. Mr. Weibrecht continued that some boards would like the Airport to be less than it was also. Mr. Weibrecht used this as an example but at this step in the process where was not necessary for the MVAC to quantify what the Jail would look like. Management could not be in a position to defend either the Sheriff's or the Task Force's numbers, nor should they be. That was the best information the Airport had and the F/EIR was trying to address the issue with this information because it had to be addressed. Mr. Weibrecht thought the Secretary (of Executive Office of Environmental Affairs-EOEA/MEPA) was aware of that fact. Very likely what Mr. Perry would see was that that project would have its own process.

- Mr. Weibrecht asked for any other serious questions or comments as this would be the most important item the Commission would vote tonight. The MVAC admired the photos of endangered species and as an aside, Mr. Weibrecht explained there was a special license needed to collect endangered species surveys.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- Mr. Daly had grabbed the F/EIR while he was going off-Island and had 45 minutes on the ferry to review it and a couple of issues had struck him. He asked if “structured parking” meant vertical parking. Mr. Domas assented describing it as a parking garage like the ones seen in Boston. Mr. Weibrecht explained that this had been addressed in both square footage cost and Island flavor, etc. But that was currently the preferred environmentally friendly method for parking. Mr. Daly agreed.

- He then asked Mr. Weibrecht about topping of trees versus removal of trees. Mr. Weibrecht explained that in some specific areas the Airport might prefer to have a buffer for safety or aesthetics, for example around the bike paths along both runway approaches, so the Airport would not want to fully clear the area but would want some mobility there. (In other airports topping was usually associated with wetland impact in that instead of going in and ripping out whole trees the FAA usually wanted airports to take only the part that was a violation.) The MV Airport environmental management plan called for a combination of both activities, where the Airport would do some amount of topping, but it would do largely clearing—unless the Airport needed the brush or slash left. Mr. Daly wondered if clearing would reduce the need for repeated toppings. Mr. Weibrecht agreed that this was correct.

- He gave Mr. Daly a good example in the approach end of Runway 6 where there was a pine stand, a non-indigenous species that was diseased, etc.; this area would not be topped but cleared, graded, grubbed and returned to a sand plain type environment. Mr. Domas expanded that this was part of the mitigation in that the Airport was removing the obstruction and environmentally managing the area.

- Mr. Weibrecht continued that on the other hand across the street where there were very sparse penetrations where, for example, a pine species had grown into an oak stand the Airport could go in and just remove the pine. This was cost effective and it was not likely, if the oak cover took the over, that the pines could repopulate after the penetration tree was completely removed. So that would be a buffer or re-buffer between the road, the bike path, the houses across the street, etc.

- Mr. Daly was 100% correct Mr. Weibrecht was not a fan of topping. However in some places it might look like topping, but actually the Airport was trying to create scrubland habitat which would be 12 ft. or lower. So although it would look like topping when it was done, the big pine tree stumps would not be left, but would be taken down to flush cut. Mr. Daly noted this was hard on the wings. Mr. Weibrecht agreed saying it was hard on everything.

- Mr. Weibrecht requested that the F/EIR be officially voted so that it was clear that everybody was informed and there were no further questions or concerns on what was being submitted. **MR. ALLEY MOVED TO ACCEPT THE FINAL ENVIRONMENTAL IMPACT REPORT FOR SUBMITTAL.** Mr. Hegarty again wanted to make sure the Report would not be submitted without the Sheriff’s comments. Mr. Weibrecht replied he just wanted to be sure there were no issues or significant changes, if there were significant changes Management and HTA would have to come back to address them with the Commission but the Airport was running out of time to revise the document. However Mr. Weibrecht would touch base with the Sheriff to see if he had any additional comment. All the words of the response in the F/EIR were from Mr. McCormick and from his product so there should not be any issue. Chair Law called for a second, **MR. MILL SECONDED; MOTION PASSED UNANIMOUSLY: 6 AYES, 0 NAYS, 0 ABSTENTIONS.**

4. Request for Proposals for Airport Business Park Lot 38 – Sean Flynn

The Airport commission has received a proposal for this lot.

Mr. Flynn reported that as the Commissioners all knew, there was a Request for Proposal (RFP) on the street for Lot # 38 in the Business Park. There had been only one bid which was opened on October 17th.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

Without getting into too much detail the building proposed to be on the lot was 25% greater than the lot could sustain and it was Mr. Flynn's recommendation to the Commission that they vote no award and re-advertise at a later date. Mr. Hegarty asked who bid and Mr. Flynn responded that it was Bruno's. It was Mr. Flynn's opinion that Bruno's would be better suited on a larger lot. This was, as the MVAC knew the smallest lot in the Business Park being only 18,750 square feet which would only lend itself to having a building of about 4,600 sq. ft. Mr. Hegarty asked the size of the proposal and Mr. Flynn replied the proposed building was for 6,000 sq. ft.

- Mr. Daly asked why there was only one response, and if it was that the lot was small. Mr. Flynn and Mr. Weibrecht replied it could have been the size or the time of year or the price or a whole bunch of other reasons. Mr. Hegarty asked the price and Mr. Flynn responded it had been put out at 90¢ / sq. ft. Management noted that Bruno's voted above the minimum. **MR. ALLEY MOVED A NO AWARD OF AIRPORT BUSINESS PARK LOT #38; MR. HEGARTY SECONDED; MOTION PASSED UNANIMOUSLY: 6 AYES, 0 NAYS, 0 ABSTENTIONS.** The next piece up for bidding was the lot across the street which would be put out to bid. Then at a later date Mr. Flynn would come back to the MVAC to re-advertise Lot # 38.

Mr. Weibrecht reported that there was interest on the lot that arrived late; people saw the advertisement, came walking in and asking if the Airport had any land, but at that late dated only had a day or two to reply, which did not make for a good proposal. Consequently Management felt that next time there would be greater interest in this lot regardless. Mr. Perry asked when the lot would be recycled. Management replied that it would be after the next lot was awarded, about 60-75 days at the earliest. The lots were out on the street for a month alone due to the advertising response period.

6. Engineering Services Contract – SE Ramp & Taxiway “A” Phase I

The Airport has received a complete scope and fee from HTA for services associated with the upcoming SE Ramp / Taxiway “A” reconstruction project. From all indications this project will receive NHESP conservation permits which will be issued in late winter and the construction will be funded by the FAA and MAC in the spring.

The Airport's 2.5% share of this project has been reserved and equates to approximately \$80,000. Airport Management now seeks a Vote of the Airport Commission to enter into the full agreement, but limit the authorized work items to an amount of \$50,000 for only those work items required prior to the grant, including: final design, bid document preparation and construction bidding.

Mr. Weibrecht had done his best to explain the situation in the short language above and referred to the three documents on file.

- The table of tasks outlined the actual tasks that had to be performed.
- Exhibit D the actual compensation for services was fairly self-explanatory and Mr. Weibrecht would return to it.
- The letter of authorization was one which limited how much could be done without further authorization from the MVAC. The full contract was obviously a much more significant document.
- The long and the short of it was that the FAA was not expected to issue grants on the Airport Improvement Plan until probably April—at the earliest—but more likely May of 2005. This had been the pattern over the past 5 to 7 years.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- However, in order to be ready to receive a grant at that time and to go to immediately into construction on the Airport projects it was necessary to do quite a bit of work out ahead of the curve; which the Airport had done in different ways such as design only grants, etc.

- As the Airport approached project, in order to keep the schedule and accept the grant as soon as it became available through the Federal budget process, the engineer would typically be fronting the financing for the project. This put everybody in a less than comfortable position, the engineer did not know when they would get paid, and the Airport was in essence allowing the engineer to finance the Airport's work.

- So what Management had done in this instance was to prepare—within the FAA's and Mass Aeronautics Commission's (MAC) purview—the entire contract for what Management anticipated would be the services needed to get the Airport through construction of Phase 1 of the South East Ramp. (It was assumed the permit for this project should be received in late December/early January – there was a buffer for any delay.) The front 3 items within the package would allow the Airport to get the final design done, the bid package prepared and do the advertising for construction bids.

- According to FAA's and MAC's rules these were functions that had to be done by an engineer. Consequently this would allow the Airport to have the engineers do that work through this first few phases of the contract. The Airport (local) money of this entire project had already been set aside so that when the grant was issued the Airport's share would be available. The grant amount would not be known because until the construction contract was returned the Airport would not know what the total dollars would be; but it was estimated that the Airport's share would be approximately \$80,000.

- What Mr. Weibrecht was asking the MVAC to do tonight was to enter into the contract limited by the letter of authorization and allow HTA to proceed appropriately with the first 3 items within the scope: to prepare final design documents, to prepare the bid package and to actually receive construction bids—which would not happen until March or thereabouts when the Airport would have a closer estimate of dollars. The Airport would have to have a contract to honor this bid for a longer period than was typical but it would allow the Airport to proceed the right way. Mr. Weibrecht informed the MVAC that the scope was subject to a federally required independent estimate which, in fact, came in about 30% higher than the HTA numbers did.

Chair Law asked for questions.

- Mr. Winn Davis asked for clarification on the last item. Mr. Weibrecht explained that it was a federal requirement to have an independent estimate done so that was how the PS and the RFP were done.
- Mr. Davis noted that the letter of authorization limited the work to “Project Administration..., 25% Design..., and Bidding Services,” but by Mr. Weibrecht's description/itemization of that came to greater than \$50,000. Mr. Weibrecht explained that the figure was for completed items. Management could go through and separate out follow up items, for example Project Administration was complete project administration that would be performed as the project continued. Mr. Davis understood.

- Further down in the 4th paragraph of the letter of authorization Management had indicated the entire contract was for \$485,400. Mr. Weibrecht responded it had been reduced to \$456,500 which needed to be adjusted. Some hours were reduced through negotiations and at Mr. Davis's question, Mr. Weibrecht assured him the final letter of authorization would be amended. Mr. Davis stated the form was fine but he had just had a question about the numbers. Mr. Weibrecht replied that this was fine and that the numbers had needed to be clarified specifically. The \$50,000 would remain as it was unless the Airport came up with something which could always be done on a short dollar issue.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- Recorder Ms. Lipke asked for clarification. Normally the engineer fronted the money but in this case the Airport would take their share of the grant and pay the engineer up front and MAC would reimburse the Airport at a later time. Mr. Weibrecht assented stating the project was all grant eligible. The time frames had become worse and worse and were now becoming unbearable to the consultants.

Furthermore as stated above it would mean the Airport would have been allowing the engineers to do work that there was not a signed contract for, so it put everyone in a tough situation. Mr. Davis noted this was very much what the engineer had to do for all the TIP programs, the County had to have all the plans done to a certain phase before the money became available and could not start the project without the funds. Mr. Weibrecht agreed and added that letter had been pre-approved by FAA and MAC because it could not be reimbursed without their prior approval. The Airport had already gone through all the steps that were normally sandwiched into a 30 day period later on.

• Mr. Weibrecht then repeated the total amount of the contract should actually read \$456,500 and County Counsel, had gotten signed off as to specific language, form, etc.

• Chair Law asked if there were any other questions. **MR. ALLEY MOVED TO ENTER INTO THE FULL AGREEMENT BUT TO LIMIT THE AUTHORIZED WORK ITEMS TO AN AMOUNT OF \$50,000 FOR ONLY THOSE WORK ITEMS REQUIRED PRIOR TO THE GRANT INCLUDING, FINAL DESIGN, BID DOCUMENT PREPARATION AND CONSTRUCTION BIDDING; MR. MILL SECONDED; MOTION PASSED UNANIMOUSLY: 6 AYES, 0 NAYS, 0 ABSTENTIONS.**

7. Airport Manager's Update

Fuel Supplier RFR, Air Traffic Control Tower RFP, Parking Regulations

Last week the Airport issued a RFP for the operations contract for the Air Traffic Control Tower and expected to have responses back on November 19th. This was a federally supported program.

- The Airport was what was called a "sole source location" in so much as the Airport could make the recommendation to FAA as to who ran the contract tower program on the Airport's behalf. There were only 2 sole source towers in New England: MV Airport and Nashua, New Hampshire, which status was due to various factors such as location, seasonality, etc.

- In essence, because of a few reasons which were beyond Airport's control the Airport had a very short time frame. For one thing the FAA was still reviewing and hopefully within the next week would award the regional contract which controlled most of the towers in the region. This decision would effect who might still be interested in bidding.

- The RFP was forwarded to the three existing contract tower operations and one who had expressed interest and did similar observations but not contract towers—they did weather observations, etc.

- Management would review the bids and select a bidder with FAA concurrence for recommendation to the MVAC.

- Midwest Air Traffic Control had been the tower contractor since the start of Mr. Weibrecht's term. However the award might come down to the number of personnel in the region since there had been no recent freeze on controller staff which might augur a more stable workforce.

- At least one commissioner should be present at the bid review on November 19th and it might be necessary to call a special meeting Monday, November 21st to award the bid. This gave the contractor only 8 days to appear, with a 30 day transition beginning December 1st and a January 1st start.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- The bid would be awarded in consideration of experience, training, compliance with MV Airport regulations and procedures, company organization, references, etc. and would not necessarily be the lowest bid, but rather the one with the best quality. As the FAA had not yet awarded the region the MV Airport award might be effected by that outcome. The contractor would have to meet Federal prevailing wage laws, benefits, etc.

Mr. Weibrecht reported that by close of business Friday a fuel supplier Request For Response (RFR) would be specifically FedEx-ed to operators and also advertised throughout the industry in two or three publications. Management would put out the request, take responses by the 24th and then review and make a recommendation to this Commission on December 1st.

- Management had met once with Mr. Alley who had requested to be a part of the process the last time. Management had also now met with 7 different fuel suppliers. Mr. Weibrecht imagined there would be 3, 4 maybe 5 respondents gauging from the number of respondents who had expressed interest and seemed to be doing some homework on the backside.

- Mr. Flynn and Mr. Weibrecht also met with the Steamship Authority (SSA) and did in fact enter into the lottery (as the Airport) for reservations on the two hazmat (hazardous materials) boats per day in order to bring fuel over.

- Management had also done a significant amount of number crunching to make sure that the loads could actually be processed when they arrived and there would be places to store them.

- They had also done some homework in the background on the truck leases and the fuel farm leases, etc.

• Mr. Weibrecht considered that they were now in a position to see who measured up and who would be the best and that was the process he planned on following. Mr. Weibrecht would be happy to answer any questions. Ultimately the Airport would be looking for a lot of service issues, who could supply the Airport the best and most reliably and offered the most perquisites along the way.

- Management anticipated that it would be a 5 year agreement to be renewed to be reviewed annually after that and reviewed annually in the meantime too.

• Mr. Hegarty asked what the price of the fuel would be pegged to. Mr. Weibrecht responded that it would be pegged to one of two things: one was the regional index on the avgas plus they would have an add on for transportation, administration, etc. (the fuel suppliers mark up would all be included above and beyond that). On the jet fuel, it would be determined by New York Harbor Platt's Plus – Platt's was a regional index based off New York Harbor and was commonly used – and so it would be the index plus again the mark up for transportation, and everything along the way. So the Airport would be able to see the difference.

• Mr. Alley felt it was interesting that when the Dukes County Commissioners met with the Nantucket Commissioners about a week ago, one of the things that was discussed was that Nantucket was also facing the same problem and they were exploring leasing a barge and having it come directly to Nantucket with fuel for the Airport. In addition they were going to or had already constructed a pipeline directly from the Airport to the barge. Mr. Weibrecht inserted that the pipeline had existed for 30 years.

Mr. Alley continued that Nantucket wanted to make sure they were pumping fuel directly to the airport and were looking for storage just as the MV Airport was. To sum it all up the Nantucket Commissioners asked the Dukes County Commissioners to consider at some point—depending on the results of their

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

investigation—to collaborate so that if the barge went to Nantucket they could also barge it here. Mr. Alley was just throwing this on the table.

- Mr. Weibrecht explained the matter from the MV Airport side. The Airport was not limiting itself in the long term to the SSA option. However it was currently limited because it was the sole option. Management was planning for it and anticipated it would go that way, and in talking to the SSA Management felt the capacity was there and it could work; so the process had been investigated. But Management was not limiting any options in the future. Whoever the Airport got into business with (or if the Airport remained in business with Texaco) down the line if there was a better deal it was nothing that the Airport could not evaluate. It was just that the Airport could not be locked into it and have no other options.

- Mr. Weibrecht did not know how a barge system would work for the MV Airport: an 8 mile pipeline that would have to be installed to come all the way to the Airport. In addition the Airport would have to have a marine terminal that could actually accept the barge. Nantucket had talked for years about doing a centralized fuel storage facility all to be contained at the airport so that essentially everything on the Island that got stored for product went there. It should be noted that the MV Airport had evolved in that direction what with Daniele and Rogers and the propane, etc.

- Mr. Alley noted that Nantucket's storage of home heating oil and gasoline was exactly like Ralph Packer's and was in a downtown area. Mr. Weibrecht agreed. Mr. Alley continued that Nantucket were more congested. Mr. Flynn and Mr. Weibrecht pointed out the Nantucket did not own this storage (which Mr. Alley agreed to) and Management continued that because of this Nantucket had to move it all out of there, and so it had been an interesting discussion.

- Mr. Hegarty understood the discussion and everything but noted that Mr. Ralph Packer was getting out of the business because of the costs inherent with the insurances and the security issues, and (Mr. Daly added) the Environmental Protection Agency (EPA). Mr. Weibrecht asked if the Island of Nantucket had more money than Mr. Packer. Mr. Hegarty laughed that this answered his question and guessed that their property values... Mr. Daly thought that since Mr. Packer had gotten out of the business because of security and EPA issues this project might run into the same problems. Mr. Weibrecht explained that Nantucket had other pressing issues also associated with that fuel farm. For example, they had had a fuel release out into the harbor during November of this past winter so there was a whole host of issues.

- That was Management's plan for the suppliers RFP. They had been moving forward and spent a lot of time—almost everyday—on the matter as they touched base with different people on different issues and investigated other possibilities. So Management would be ready and have the RFP done by Friday.

There were a few other old issue to address.

- Mr. Fitzpatrick needed to address and repair the buffer. Mr. Weibrecht felt Management and the Commission had effectively dealt with that this evening.

- Mr. Weibrecht had contacted Dale McClure Water Course Construction regarding the drainage issue in the Business Park and as soon as he received a price, the Airport would proceed as far as getting the work done.

- Management had been occupied with other projects over the past two weeks so they would get back to parking regulations and give the MVAC an update. Management did get material from the Edgartown Police Dept. which Management still needed to digest see if they could come up with concept and see if it meshes back in.

- Two other issues were going on that would require some attention over the very short term.
- A new Airport Certification Manual was due back to the FAA in the next 10 days.
- The Airport was now overdue on a new Airport Security Plan. Although the Plan had been revised once and submitted, the Airport had now been moved up a category as far as security categorizations went; so that had to be done as well.
- One other item was that today the Airport had received back the Hot Tin Roof (HTR) agreement which allowed the Airport to start the RFP process on that property, so Management would get back to that issue. It had taken about a year to come full circle, between attorneys, revisions and all that. It was just signed this evening so the MVAC see the next step very shortly. Actually the Commissioners would be seeing it in the newspapers as well.

8. New Business / Old Business

- Mr. Hegarty brought forward that in the same vein as Mr. Fitzpatrick and Mr. Folino one of the other tenants was kind of flagrantly in violation which was Cars Unlimited. Mr. Flynn had put some information in the meeting packets (see documents on file). Mr. Hegarty quoted:

“...put railroad ties all around the area you were referring to. Our landscaper, Steve Yaffe, can attest to that. I have spoken to him since receiving your letter and it has become a priority to both of us.”

That comment was made October 20, 2003 and the issue was still not resolved. Mr. Hegarty did not want to be seen as playing favorites and not picking on just certain people. Mr. Hegarty meant the MVAC had a letter from October 20, 2003 about a parking area and the problem still existed and nothing had been done.

- Mr. Weibrecht to put the issue out there that Mr. Pothier had done additional work. Mr. Weibrecht then went back further. He asked if everyone was familiar with the lot in question across the street from the Mobile station. Originally the lot was limited by both the MVAC and the MVC as far as the space for parking vehicles even though that was part of Mr. Pothier's business. Cars Unlimited had since been approved and allowed to extend the parking AREAS BY THE MVAC AND HE HAD MADE IMPROVEMENTS IN THE BACK.

- The issue that was being spoken of here was along Northline Rd. which was the road from Mobil that extended deeper into the Park. There was about a 10 ft. by 20 ft. area where cars that were going into Mr. Pothier's business, Cars Unlimited, had been parked on a regular basis. With the addition of the new parking this area was used less however it still had cars that were parked there.

- Management had talked to Mr. Pothier several times and Mr. Pothier had expressed what Mr. Weibrecht believed to be a valid concern: that they were not necessarily parking there for his business. Mr. Pothier had done his part by increasing parking as an investment in the property to accommodate his parking needs. However, sometimes people parked there and then ran over to the Mobile Station, or the mailboxes or whatever else was in the area.

- Management had talked with him several times about the issue and ultimately it needed to be resolved but Management knew that part of the issue was the parking regulations, in other words the enforcement side of it was not necessarily something Mr. Pothier could necessarily do.

- Mr. Weibrecht would not speak for what Mr. Hegarty would advocate for but what had been proposed in the past was for the Airport to go in and repair the buffer ultimately charging Mr. Pothier for what had to be done.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- However, Mr. Weibrecht felt the Airport had to do more in that whole area – in fact more in the whole Business Park – as far as parking regulations went; and that fixing that one issue did not fix the problem.
- Mr. Weibrecht agreed that the Airport had some lots that ended up getting more attention over the short time than others did. There was probably not one tenant over in the Park that did not have some level of a violation occurring on or near their property, caused by their activities.
- Mr. Hegarty agreed that there was a bigger issue. However the railroad ties were set up in such a way as to create a parking lot. Mr. Weibrecht agreed that originally that was true. Mr. Hegarty continued that no effort had been made in the past year to eliminate that. Those railroad ties went from two of the three entrances to his property and parking still existed. Granted he created other parking to eliminate parking on the street, (Mr. Weibrecht agreed) however that parking space had still been created and remained. It was not a natural parking space, that was a created parking space by definition of the railroad ties and the existed planted vegetation and Mr. Hegarty felt as though other people were putting the buffer back.
- Mr. Weibrecht thought Mr. Pothier had tried to protect the buffer although that area looked like a parking spot. Mr. Hegarty stated there were no ifs, ands or buts about it. Mr. Weibrecht explained that originally the landscaping and the landscaping ties were put in there to protect the buffer because there was an issue where people were crawling on to the buffer and parking there too. This had been an issue. If one looked at the front of the property Mr. Pothier had a large buffer where protection was always an issue. Mr. Hegarty countered that this was not a parking space and nor did he see cars parked there. He saw cars parked on Northline Rd. and Eastline Rd. and that wasn't used and was planted and Mr. Hegarty did not know what was there before.

However the MVAC was dealing with a letter dated October, 2003; no effort had been made to eliminate a created parking space on Northline Rd. Mr. Hegarty said the MVAC could not bring in Mr. Folino, could not bring in Mr. Fitzpatrick and not bring in Mr. Pothier to address that issue. It was a separate issue from anything and everything else that had come up since then. And to not have him rectify that added insult/injury to everyone else. The MVAC could not do one group of people and not do another and Mr. Hegarty thought it was time that Mr. Pothier had to come in, that a letter had to go out and Mr. Pothier had to solve that problem. He had to rebuild that buffer that was a parking spot. Mr. Hegarty repeated that it was clear in Mr. Flynn's original letter to him on September 30, 2003. Here it was a year later and he had not dealt with that issue. He had created other parking in the back and that was great, however the job was not finished. What had been addressed here in Mr. Flynn's letter to Mr. Pothier's over a year ago had not been addressed.

- Chair Law asked for comments. Mr. Alley suggested the MVAC have the man come in. He also suggested Management talk to him and asked if Management wanted to handle the matter in the next two weeks or was it better to proceed.
- Mr. Weibrecht asked to meet with Mr. Pothier again and if the issue was not resolved he could come to the December 1st meeting. There was meeting on November 17th which was currently scheduled. Mr. Alley suggested that whenever the next meeting was, Management should talk to him and if the issue was not resolved, then it would be put on the next docket. Chair Law suggested it be put on the December 1st meeting along with everyone else.
- Mr. Weibrecht stated that in the meantime Management would go through the parking issue in general because he thought the two were related. Mr. Weibrecht understood exactly what Mr. Hegarty's points were.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- Mr. Mill asked about a No Parking sign. Mr. Weibrecht explained that the Airport could put up whatever they wanted but whether or not the signs could be enforced properly was a second issue which had to be done correctly. Enforcing parking regulations was not as simple as might be thought. The Airport had run into the problem at the curb in front of the Terminal and other places.
- At the end of Northline Rd. on the Cape Cod Home Improvement Center corner lot (Mr. Hegarty knew he had brought up this vegetation issue) that corner had a grass area and they had placed rocks on the roadside to prohibit people from parking there and now they did not have a parking problem. Mr. Weibrecht responded to Mr. Hegarty that what they now had was cars parking in the street. They had stopped driving on the grass but occasionally they did park on the street. The Business Park had this problem at several locations at different times of the day. Nobody was lily-white and there was the long and short of it. It was the recurring problem that needed to be addressed. For example as one entered the Park by the Mobile entrance the area that was cleared on the right side ended up with cars parked in it because they were going into the Mobile Station. The Business Park had parking issues in more than one spot.
- Mr. Hegarty stated there were two issues there at an intersection where really they should not parking. Mr. Weibrecht agreed but noted that across the street there were the same issues, and the same issues up on A Street, which was exactly his point that the Airport needed to solve the problem as a whole throughout the Business Park.
- Mr. Daly asked if this problem were transit people or people that parked at 8:00 and left at 4:00. Mr. Weibrecht replied that no, these were people that ran into the Mobile Station or went to the mailbox or did whatever they did.
- Mr. Flynn seconded that there was a whole host of them: Mr. Dan Whiting had two cars that consistently parked in the buffer, the Mobile Station had all but taken over the side of the road. In talking about the roadway: the road right of way was 40 ft. wide; the road itself was in most cases 20 ft. wide so that left 10 ft. on either side that essentially belonged to the Airport and did not belong to the tenant. So the tenants could not make improvements in that 10 ft. off of the roadway and this created a kind of problem right there. If it was their business that caused the destruction then obviously it was their problem. But the Airport did not necessarily want each individual tenant to solve the problem on their lot. Management wanted to go out and solve the whole problem in the Business Park. That corner with the Mobile Station and a convenience store generated a lot, a lot of traffic, so it was problematic. The Airport needed to develop regulations, needed not to have cars parked in the street, and the buffer and right of way areas needed to be restored. So Mr. Flynn would rather approach the whole park, deal with the greater issues, rebuild the buffers and be done with it.
- Mr. Hegarty agreed but there was a letter outstanding from October 20, 2003, and with what the MVAC just went through tonight, it would be insulting to the two lease holders that came in and dealt with it and Mr. Hegarty felt on December 1st Mr. Pothier could come in and say that he had either resolved the issue or Management could send him a letter like the one sent to...
- Mr. Alley felt that Mr. Flynn and Mr. Weibrecht between now and the MVAC's next meeting in November would speak to Mr. Pothier and if he was willing to move on it and do something about it, then Management could come in and say, "Look we have gotten this under control and we've gotten X, Y and whatever it was done." But if it did not turn out then they should come in on (Chair Law continued) December 1st.

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

- Mr. Hegarty thought that if it was not done by the MVAC's next meeting a notice of violation should go out. Chair Law asked if there was a motion. **MR. HEGARTY MOVED TO SEND A LETTER OF VIOLATION TO CARS UNLIMITED IF THE SITUATION WAS NOT RECTIFIED BY THE NEXT MVAC MEETING; MR. PERRY SECONDED; MOTION PASSED UNANIMOUSLY: 6 AYES, 0 NAYS, 0 ABSTENTIONS.**

Mr. Davis offered this to the Airport. Dukes County was now beta testing their new website and he had occasion to do some research into the County minutes. If anyone had ever used the search engine in Microsoft it took maybe 5 or 10 minutes to go through all the files and find the number of times, for example Pothier's name was listed. But when Mr. Davis did a search in the email—although he had used the name Culbert—it did 5 years of minutes in 5 seconds. It searched all the minutes, the Advisory Board minutes, every folder on the website.

So if the MVAC wanted to have their minutes posted on the County website it would facilitate any search—because there was full access to search, so searches could be done in 5 seconds versus 5 or 10 minutes. Mr. Weibrecht stated he was definitely interested in listing that way. One of the things was that the old minutes had to be scanned in.

- Mr. Mill asked if the Airport Commission members were listed on the website. Mr. Hegarty stated it had not been posted yet. There was a general voice that Mr. Mill was looking at the old version of the website and that the new website had not yet been switched for public access.

- Mr. Weibrecht repeated he was interested, that this would be a great asset and that just today one of the employees was tasked with figuring out the scanning technology within the computer to get the old minutes into electronic format. The recent ones were done and had been made into PDF's as each was finished so Mr. Weibrecht would definitely talk to Mr. Davis about it. Mr. Davis replied this was good.

- Mr. Daly had something to discuss regarding an email from Mr. Hegarty to the Airport Manager and asked if that was to be discussed here or in Executive Session. There was a brief discussion on the nature of the topic and it was judged to be a matter for Executive Session.

- Mr. Perry asked Mr. Davis if the County had the resources to develop things for the internet as Mr. Perry had some ideas about some kind of incident control system that could be set up here ahead of time; because now there was so much paper that what Mr. Davis was saying was right on target. Mr. Davis replied that yes he did and that this particular website service that they were using had unlimited storage. Mr. Perry added that it was limited just to the use of the MVAC and was not open access to the public. Mr. Davis clarified that he could actually create folders on the website that would be password protected so that could easily be set up such that the Commissioners could discuss things over the internet and not even let anybody else look at it.

- Chair Law asked if there was any other business. He then noted there were two issues for executive session. There was a brief discussion on executive session protocol.

9. Executive Session

MR. LAW MOVED TO ENTER EXECUTIVE SESSION AT 7:20PM (NOT TO RETURN TO REGULAR SESSION) UNDER MASS. GENERAL LAW CHAPTER 39 SECTION 23 NO. (2), -- I.E. TO DISCUSS DISCIPLINE OR TO HEAR COMPLAINTS BROUGHT AGAINST A PUBLIC OFFICER, EMPLOYEE OR INDIVIDUAL AND SECTION 23 NO. (3), -- I.E. FOR

MARTHA'S VINEYARD AIRPORT COMMISSION MEETING
November 3, 2004

THE PURPOSE OF DISCUSSING STRATEGY WITH RESPECT TO LITIGATION; AND TO INVITE RECORDER MS. MARNI LIPKE AND COUNSEL CHIP DE WITT TO BE PRESENT AS APPROPRIATE; MOTION SECONDED; MR. PERRY AYE, MR. MILL AYE, MR. ALLEY AYE, MR. HEGARTY AYE, MR. DALY AYE, MR. LAW AYE.

10. Adjournment

MR. HEGARTY MOVED TO ADJOURN AT 8:29PM; MR. DALY SECONDED; MOTION PASSED UNANIMOUSLY: MR. PERRY AYE, MR. MILL AYE, MR. ALLEY AYE, MR. HEGARTY AYE, MR. DALY AYE, MR. LAW AYE.

Documents on file:

Agenda 11/3/04

Letter to Cottage City Distributors re: Lease Violations, Lot 6, MV Airport Business Park 10/25/04

Letter to MV Lot 14, re: Conditional Approval of Sublease to Clarence Barnes III 10/25/04

Sean Flynn letter to MV Lot 14, LLC 5/4/04

HTA memo to MV Airport re: Draft FEIR / EA MVY Airport Improvement Program 10/25/04

Exhibit "D" Compensation for Services – Professional Engineering Services

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

EOEA / DEP SE Regional Office letter to MV Refuse Disposal District Re: Edg. – BWP / SW District Transfer Station Central Facility Proposed Modifications 9/22/04

Nantucket Memorial Airport letter re: Appeal Request Aeronautical Study # 2002-ANE-982-OE through 2002-ANE-1111-OE 10/27/04

Hospice of MV letter to Mr. Weibrecht 10/7/04

She-figured Dance letter to Mr. Weibrecht 10/21/04

MV Airport letter to Mr. Packer 11/1/04