

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

**January 19, 2005 5:00 pm  
Martha's Vineyard Airport**

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

Present:

Airport Commissioners: Chair Jesse B. (Jack) Law, Vice Chair John Alley, Frank Daly,  
T. J. Hegarty, Leslie Leland, William (Bill) Mill, Norman Perry,  
Airport Staff: Bill Weibrecht - Manager, Sean Flynn\* - Assistant Manager,  
Dukes County: E. Winn Davis- County Manager  
Others: Marni Lipke – Recorder; Larry Kiely - MVTV

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

The meeting was called to order at 6:00PM.

### 3. Executive Session

Chair Jack Law announced the main reason for the meeting tonight would not happen. He had received a call from Counsel Chip DeWitt. At first Mr. DeWitt was going to be an hour late and now he could not come at all; he had almost reached Woods Hole and had been forced to turn around. Chair Law did not know what was going on that this happened and had rescheduled the session for the first meeting in February (Feb. 2, 2005 at 5:00PM) with the first hour of the meeting for regular business and the second hour from 6:00PM onward for the Executive Session.

Chair Law asked if anyone had business to come before the Martha's Vineyard Airport Commission (MVAC).

#### 1. Approval of Meeting Minutes of December 1, 2005.

There was a discussion as to which minutes were coming up for a vote. These were a long set (33 pages) which had been emailed some time before. Mr. Leland's email was verified and his receipt of the minutes was clarified. Airport Manager Mr. Bill Weibrecht explained that the only new document in the packet was the Certificate from the Secretary of Environmental Affairs which had been received last Friday. A word was clarified. Ms. Lipke reminded the MVAC that although she did her best with the minutes the MVAC had the final approval therefore she appreciated and encouraged careful reading. **MR. JOHN ALLEY MOVED TO APPROVE THE DECEMBER 1, 2005 MINUTES; MR. NORMAN PERRY SECONDED; MOTION PASSED UNANIMOUSLY: 7 AYES, 0 NAYS, 0 ABSTENTIONS.**

#### 2. Old / New / Other Business

- Final Environmental Impact Report (F/EIR)

For the information of the MVAC Mr. Weibrecht presented the F/EIR as delivered by the Secretary. No vote to accept or reject was necessary. As no action was needed today or in the very new future he suggested the Commissioners read the Report in their own time. Mr. Weibrecht simply declared for the record that the Federal Aviation Administration (FAA) had been waiting for this report so that they could issue the Environmental Assessment Certificate from the Federal side of the house. So this Certificate which would become part of the Environmental Assessment (EA) had been packaged and submitted to them. Mr. Bill Mill asked if the FAA had it already. Mr. Weibrecht replied that yes they

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already had it as it had moved at the same time the Airport had received it. While the EA was imminent Mr. Weibrecht did not have a delivery date on it, however it should be coming any time. The actual preparation of the package was hand delivered to the FAA yesterday. They put on a cover sheet and whatever other information they needed to fulfill right on the package. So the Airport was waiting on that.

- Mr. Alley asked if there were any comments or issues that were derogatory. Mr. Weibrecht responded that there were none that he saw in the Certificate. Management had read it. Mr. Weibrecht thought it had been a very positive process over all. If the MVAC remembered the Airport started with the Environmental Notification Form (ENF) (see 5/7/03 Minutes p. 1-14#2) and throughout the course of this project Management had done an awful lot of advance work to make sure it stayed positive the whole way so the Airport would not be surprised with additional studies which might have been required. All in all Mr. Weibrecht felt the consultant team did an absolutely fabulous job in making sure they had the information to the different regulators so that they could address all the issues in question. This was very unusual but there were no additional studies being required of the Airport at this time.

- There might be some in the future, especially related to wastewater when the Airport hit certain levels but that would be between the Airport and the Department of Environmental Protection (DEP) rather than having to report back to the Secretary.

- There were very few comment letters at the end of the report. These were issued as a matter of business; the agencies listed in question were required to respond.

- The Commissioners would also notice that the Martha's Vineyard Commission (MVC) letter. As the Airport received comment letters throughout the process the Airport addressed each individual issue in turn with the person responsible for that issue, so this response had netted the Airport this short response letter versus a long dissertation on how the MVC wanted to see more on x, y or z.

• All in all the MVAC collectively should be very proud that the Airport had gotten to this point in this time frame and at these expense levels. Collectively the environmental permitting process had been about \$650,000, of which 90% or better was funded by the FAA, another 5-7% by the State with 3% locally. This was in spite of a notice of project change which usually extended or delayed a EIR or required additional studies.

Mr. Weibrecht was pleased and the MVAC should be pleased as well. As a reference frame Nantucket was going on year 8 or year 9 of the same process. County Manager Winn Davis stated this was a major achievement. Mr. Weibrecht agreed that it really was.

- Mr. Norman Perry asked if this was final closure to the Report. Mr. Weibrecht responded that the only environmental piece left was related to the Habitat Management Plan referenced in relation to rare, endangered and priority species. The Plan had been submitted and was already coming back with comments. Again, this was the moths that have been talked about with special fauna issues (see 1/7/04 Minutes p.1-2). This would include how to mitigate to reduce any impact; if it was necessary to come up with mitigation areas exactly how the transplantation would be done; and a 5 year monitoring period for all of those to achieve and insure success towards. So it was all there.

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- Mr. Mill commended the Airport Manager and his staff for following through so expeditiously on this process. Chair Law seconded this absolutely and thanked Mr. Weibrecht and Assistant Airport Manager Mr. Sean Flynn.
- Mr. T. J. Hegarty was reading through the Certificate quickly and if he was reading correctly even with the jail everything had worked out well. There was one sentence for a revised permit for access to the West Tisbury Road. Mr. Weibrecht agreed that this was related to traffic associated with the project and was partially the Airport's project and partially the jail's.

(-The only cross reference was the wastewater which really depended on what the Airport's flows were now and when the final study said what the jail could potentially generate, which would have to be addressed at that time. Mr. Hegarty referenced that this was in the same paragraph on page 2 that it might generate 16,000 gallons – water supply as well as wastewater flow. Mr. Weibrecht agreed that this was per day. Mr. Weibrecht explained that the difference was that they had been considering making the Airport do another hydrological study now, however as the Airport did not know what the flows would be 3, 4 or 5 years out—although they could be forecast—but it would be greatly influenced by whatever happened between now and then: if a project got shelved, or was slow to come to pass, or additional water saving methods were employed the estimate might change. This was the important part. This was what had happened the last time in 1988-91 where the FAA actually funded a hydrological study for the entire Island.)

- Mr. Hegarty inserted that this meant the road design issue and adding the turn around could be advantageous. Mr. Weibrecht said this was right. Mr. Weibrecht noted that the Airport had to address this in the interim regardless. Mr. Hegarty agreed that everyone saw this on a daily basis right now. Mr. Weibrecht continued that this was on the front list of projects so that if the Airport got to build everything it wanted to, this would be project 3 or 4 out of the gate.

- Mr. Davis asked if Management had notified the Sheriff yet. Mr. Weibrecht responded that the Sheriff had a copy and they had had a discussion with him today.
- Mr. Alley felt, if he was not mistaken that this was another step towards the final resolution of the \$108,000 package. Mr. Weibrecht assented as was discussed here at this table and at other tables on several different occasions. The whole property release and property values issue were dependent on the EA so it was a package that needed to be dealt with together.

Mr. Weibrecht did forward a copy of a memo that Palmer and Dodge had prepared on the Airport's behalf regarding the property issue and he hoped Mr. Davis had received it. The Airport had conducted a second review of all the properties and the property leases, going back several years on every one of them. Issues that would have to be dealt with like the County Administration Building and such, were an ongoing process at this moment. So the MVAC was moving.

- Mr. Hegarty asked about the land release for the Tennis Center (see 10/6/04 Minutes p.3-4 #2) and if the Certificate released everything. Mr. Weibrecht explained that when the Airport received the EA and the property release all such items would be released. The release from aviation was pending the review of the EA. So, yes, all the property that was designated in the driveway was to be released. Mr. Hegarty asked if there was a time frame that could be designated. Mr. Weibrecht guessed within a couple of weeks, and this was something which they had given to the FAA as soon as they had gotten it. If the FAA could deal with EA and then the property people dealt with it right after the EA was

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issued it could be a couple of weeks. Management met with the Tennis Center last week to review that with them. The Tennis Center had some financing dates coming up and Management had that discussion with them. Mr. Hegarty said this was great and Chair Law agreed absolutely, and asked if anyone had anything else to bring before the MVAC.

Mr. Weibrecht reported on what the MVAC would be seeing within the next month, which might help the Commissioners be prepared with any questions and concerns.

- Budget time was definitely upon the Airport and the Commissioners would be seeing the draft budgets presented for their review very shortly, and then submitted for discussion at this table.
- The Commissioners would also have a report from Rizzo Associates on the infamous PCE issue (and Mr. Weibrecht hated to say it and bit his tongue because it had been 4 years longer than the Airport thought) but the Airport was finally getting to a true resolution of the issue. The testing was being done in house and there had been several quarters now with good, clean tests which was what was required before close out process and official termination. Management was going to present the report tonight but had put the issue off because of the other business. Mr. Weibrecht had seen the reports and Mr. Michael Eldridge had been doing the testing for the Airport (see 2/18/04 Minutes p.10-11).
- Next week the MVAC would also see an advertisement for an Assistant for Wastewater Operator for Mr. Eldridge in the Wastewater Treatment Facility. This was to get Mr. Eldridge someone for back up and reserve who would start to know the plant. Mr. Eldridge was an invaluable asset to the Airport. If bad fortune was to befall him, bad fortune would befall the Airport as well. Mr. Eldridge needed some assistance at the plant and Management was working on it. Mr. Weibrecht asked Mr. Flynn if there was anything else.
- Mr. Flynn reported that the Airport had been successful in removing the Propane Continental / Cornerstone Propane piece from bankruptcy so that the lot was no longer an asset in the bankruptcy proceedings. This piece would soon be put out for a Request For Proposal (RFP). At the next meeting the MVAC would be asked for a formal vote to place it out to bid at market value.
  - In addition a rental car RFP was in current development and although Mr. Flynn was not sure it would be completed for the next meeting, it was could be submitted to the MVAC in the next month. Mr. Weibrecht added that Management had met with rental cars tenants to go over issues pending and such things before developing the final RFP.
- Mr. Leland returned to the Continental Propane matter and asked for the location. Mr. Flynn explained that the company was the former Vineyard Propane. Mr. Leland asked about their being in bankruptcy (see 10/6/04 Minutes p.1-2#1). Mr. Flynn reminded him that Cornerstone Propane was in bankruptcy and that the lot was actually divided into two separate pieces with two separate leases. One lease was current; the other lease had expired. Cornerstone included the expired lease as an asset in bankruptcy filing and the Airport sent an attorney to New York to argue that the expired lease lot should not be included in the bankruptcy proceedings; and were successful. The lot was removed from the process and was no longer considered an asset for purposes of bankruptcy so therefore it was just an expired lease and would be put out again as a RFP. Mr. Leland asked if they were the same outfit as Peter Rogers. Mr. Flynn clarified that Mr. Rogers was across the street in what was now called R2

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Enterprises and he leased that to the same organization. Mr. Leland confirmed that this organization was bankrupt, which Mr. Flynn confirmed: that they were bankrupt. Mr. Leland then concluded that Mr. Roger's lot would then probably be vacant. Mr. Flynn corrected him that no, no, they were out of bankruptcy...Mr. Leland inserted that they had reorganized. Mr. Flynn continued that they had come out.

- Mr. Davis announced that he had put out a legal RFP request for labor lawyers as well as general counsel since it was about that time when the County Commission was supposed to appoint. There were two responses for the labor lawyer and Mr. Davis had given one to Mr. Weibrecht to look at and one to the Sheriff and would meet with them to get input, because the two unions obviously happened to be at the Airport and at the Sheriff's Department. The County would let the MVAC know what their recommendation was shortly.

- Mr. Hegarty in speaking of RFP's referred to a while back when the Airport had an RFP on the lot next to Mr. Cazeault's which had not been accepted. At that meeting the MVAC voted to put the RFP out on the larger lot across the street. Mr. Hegarty was wondering if and/or why not both those lots had been re-advertised. Mr. Weibrecht replied that they would be very shortly. There were about 4 to go out now and Management had been working on them.

-Mr. Flynn pointed out that the Hot Tin Roof RFP was first, and would advertise in the Central Registrar on January 26, and local papers on January 27-28 and February 3-4. This would begin the process on the Hot Tin Roof which was a nice lot.

-On the heels of that the larger lot across the street would be advertised and

- on the heels of that the smaller lot would be re-advertised and mixed in with it would be the Cornerstone Propane lot as well as the rental car lot.

Mr. Hegarty asked why not put them all out, i.e. why do the lots piecemeal. Mr. Flynn replied that this was because it was a lot of work and staff had to manage their time. Mr. Weibrecht added that all the RFP's were in process and it was a matter of which one was next, as some of them were more complicated than others.

- Chair Law asked if Vineyard Propane was not on the lot in question at all and if the lot was empty. Mr. Flynn responded that on the Propane lot there were 2 tanks which were in use as allowed -- since they were a tenant-at-will per the agreement which allowed that they could remain until such time as the Airport ordered them off. Chair Law acquiesced.

Mr. Alley referred to the last meeting when the Assistant Manager brought it to the attention of the MVAC that there were trucks on the Folino Lot and the MVAC had requested that he look into it and report back at the next meeting and let the Commissioners know what the story was on the moving trucks.

- Mr. Flynn confirmed that there was a truck there which did remain overnight. Mr. Alley asked if it was gone now. Mr. Flynn had not checked today but he did see it was still there the last time he drove through the Business Park which was on Monday. Mr. Leland asked if it was correct that it was not supposed to be there. Mr. Flynn replied that he was not at the last meeting where the MVAC dealt with Mr. Folino (see 12/1/04 Minutes p.11-21 #3) but he assumed that it was status quo. Chair Law

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confirmed that nothing had changed. Mr. Alley described the meeting where the whole thing had been gone through and then that came up. He urged Mr. Flynn not to let it drag, and to move it on out.

- Mr. Flynn stated that at this point it was up to the will of the MVAC.
- Chair Law asked if there was a motion. Mr. Alley asserted the MVAC had done this once before. Chair Law thought that at the last meeting there was a vote to comply. Mr. Weibrecht inserted that Management would go back and ask for compliance. Chair Law continued that the tenant should be made to comply with the MVAC's order and that Management should take appropriate action which was to evict.
  
- Mr. Alley just did not want to let it go on by saying nothing.
  
- Mr. Flynn asked if the MVAC wanted him to send the landlord a letter again. Chair Law asked if this would be to Mr. Folino. Mr. Flynn replied that yes, this was essentially... Mr. Weibrecht stated that this was short of having the Management remove it (the truck)—which would start another process—but that either the Airport certainly needed to notify him.
- Mr. Leland stated he already had been notified, and at the same time Chair Law suggested that Mr. Folino be given 10 days (or x many days) or the Airport would remove the truck. Mr. Alley agreed.
- Mr. Daly proposed the MVAC not do something for the second time. One time should be enough.
- Mr. Flynn stated this was what he meant. Each time Mr. Flynn saw a violation did the MVAC want him to send a letter?
  
- Chair Law emphatically stated no, that Mr. Folino be given 10 days or the Airport would remove the vehicle. Mr. Leland inserted it should be at Mr. Folino's expense. Mr. Law continued that the Airport would start a process, a process to evict him from his lease for not following rules. He did not know what process was or if the MVAC could really start that.
  
- Mr. Flynn explained (although he was not positive) that the way the original sublet request was written was that those sublets became immediately null and void should Mr. Folino not follow the terms and conditions –Ms. Lipke inserted this was without the 30 day waiting period—Mr. Flynn continued that the sublease would no longer be valid if the tenant did not follow the terms and conditions that the MVAC had set upon the approval. Chair Law recommended Mr. Flynn follow it and proceed. Mr. Norman Perry thought this was in the December meeting.
  
- Ms. Lipke reviewed the history as per the minutes: originally in the April, 2004 meeting the MVAC stated that if the terms were not complied with the sublease would be null and void without the usual 30 day correction period. There were then two meetings (11/3/04 and 12/1/04) at both of which the MVAC had stood by the April '04 vote.
  
- Mr. Flynn asked if the tenant should be given 10 days and then after that...
- Chair Law responded that it should just be done now. Mr. Flynn clarified this meant to make the sublet null and void. Mr. Alley maintained that if the tenant did not get it by now...
- Mr. Weibrecht asserted that it was one thing to take an active vote that would say to terminate the permission to sublease at this time – or it might be that the MVAC did not need to vote based off what the Minutes said – but Management was trying to make sure that whatever was done was a) enforceable and b) do-able, period.

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- Mr. Leland declared that there came a time when one could not always be the nice guy. It was necessary to be directive and forceful and the MVAC had, he believed done that. And the tenant had had the time to comply. He suggested Management pick up the phone tomorrow and say, "Look, this is the situation. You have not complied and the Airport is going to have that truck, vehicle or whatever towed out of there at your expense; it will be stored at your expense and if you don't come into compliance then you, Mr. Folino would be out of it," for example or whatever it may be. Sometimes one had to get that hard-nosed and do it.

- Mr. Daly did not think it was being hard-nosed. It was merely enforcing what the MVAC and the tenant had agreed to before; so it was not being hard-nosed. It was following the procedure that the MVAC set. Mr. Leland said it had sort of slid by and needed to be taken care of.

• Mr. Weibrecht clarified that wishes of the MVAC that in accordance with the terms of the vote made in April, 2004 the Commission was withdrawing the approval of Mr. Folino's sublet to Mr. Trip Barnes for violation of the conditions, and asked if this was correct and if everyone was in agreement. Chair Law asked if everyone was okay with this, asking Mr. Hegarty and Mr. Leland in particular. He then asked again if everyone was in agreement. Several people spoke at once.. Mr. Daly felt the MVAC could not just go back.. and clearly stated the answer was yes, he agreed. Mr. Flynn emphasized that the Airport was removing the sublet; the sublet was going away. Chair Law also repeated to Mr. Leland that the sublet would be out and Mr. Barnes would be out of there. Mr. Flynn stressed again that permission for having the sublet was disappearing. Again several people spoke Chair Law thought that everyone had agreed. Mr. Alley said that the leasee had to take their stuff and it was over with. The tenant could just not lease the building and leave their truck there.

- Mr. Weibrecht again affirmed that in accordance with the terms of its previous vote on the sublet conditions (or whatever the correct language was) the MVAC was withdrawing its approval of the sublet. Mr. Alley interrupted that the MVAC had been through this three times.

• Mr. Weibrecht explained to Mr. Alley that Mr. Weibrecht just wanted to be perfectly clear, so that in a month when...Chair Law inserted that Mr. Folino and Mr. Barnes would be back at the MVAC to ask what was going on.

- Mr. Leland conjectured that the lessor (the tenant) was responsible to the Airport. Mr. Weibrecht stated this was correct. Mr. Leland then went on that it should not be that the Airport had to deal with the sub-lessee (sub-tenant). Mr. Weibrecht stated this was right. Mr. Leland asserted it was the original leasee (who if one was technical about it had now also become the lessor to the subtenant). Chair Law simplified that the MVAC was dealing with Mr. Folino and not Mr. Barnes. Mr. Leland assented. Mr. Weibrecht stated Mr. Folino would be informed that his sublet approval had been withdrawn by the Commission and therefore the activity would no longer be acceptable, period. Mr. Leland speaking over him asserted that Mr. Folino was to clean it up immediately. Mr. Weibrecht stated this was right.

• Chair Law asserted that quite frankly that if one called to have an estimate on towing the truck, the Airport would find that nobody would tow the truck. They would not touch it if it was billed at Mr. Folino's expense. Mr. Flynn assented that the dark side was that no one would agree to touch the job unless the Airport agreed to pay for it. Chair Law agreed. Mr. Leland affirmed that the Airport would pay for the tow but the tab would go back to the tenant.

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- Chair Law added one thing which was that the MVAC did not really need to see Mr. Folino back at the table. It was done and over with. Mr. Weibrecht however, modified this statement, that it would be up to Mr. Folino. In other words the MVAC was not ordering him to appear as they had before, so that it was up to Mr. Folino to choose to request to be heard. Chair Law confirmed this absolutely. He was sure Mr. Folino would do so, and then added he could put the request in but whether or not the MVAC chose to hear him would be another story.
- Ms. Lipke requested confirmation of a consensus as polled for
- withdrawal of the sublet in accordance with the terms of the April, 2004 vote and the resultant May 4, 2004 letter and
- that Mr. Folino was not asked to appear.

There was a discussion on clarification and Chair Law asked for a motion.

**• MR. ALLEY MOVED TO DIRECT MANAGEMENT TO DRAW UP A LETTER OFFICIALLY WITHDRAWING THE MARTHA'S VINEYARD AIRPORT COMMISSION'S APPROVAL OF MR. FOLINO'S SUBLET TO MR. TRIP BARNES IN ACCORDANCE WITH THE VOTE AND AGREEMENT ON APRIL 24, 2004 AND THE LETTER OF MAY 4, 2004; SECONDED BY MR. DALY AND MR. MILL; MOTION PASSED: 6 AYES, 0 NAYS, 1 ABSTENTION – MR. HEGARTY.**

- Mr. Hegarty reasoned that he was not present for the whole deal. On being asked about which meetings Mr. Hegarty responded that he had not been there for the beginning. And then he was still in the position of if the MVAC was going to deal with Mr. Folino then Mr. Fitzpatrick should also be mentioned tonight for non-compliance.

Management and Chair Law asserted Mr. Fitzpatrick was complying. But Mr. Hegarty disagreed stating that Mr. Fitzpatrick had some vegetation issues that he blew off again. He had dumped some dirt there and that was it, where he was supposed to have put some vegetation down. Although that was a separate issue, if the MVAC was doing one person it should do everybody.

- Mr. Weibrecht urged that this one topic be finished and asked if the vote was done and language was clear; i.e. if the MVAC was done and Management could proceed off those instructions. Ms. Lipke responded that the vote was taken. Chair Law asked if there was any other business before the MVAC.

Mr. Daly had a question returning to the Propane issue. He remembered that the laundry left and then the Airport found contamination. He asked what the Airport had done to make sure that no tanks or fluids or such had contaminated the lot when the owner has left the lot.

- Mr. Weibrecht explained there was a clause within the lease that made the tenant responsible, which had not been in prior leases. So these lease clauses protected the MVAC on that aspect.
- In addition, the Airport did have monitoring wells in some areas although certainly not on every lot. In some instances ( Danielle & Rogers came to mind) Danielle & Rogers had an ongoing monitoring program with monitoring wells and a sampling program, as did the Mobile station. The Airport did not have these programs for every lot in the Business Park but the Airport did have in essence what Management called a "picket line" that was tested and looked for any contamination which could then be traced back to a specific lot.

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- Typically, though, if this lot went back out and was awarded to someone else and they needed financing and it would could be that a modified 21E would be prepared for the lender, which was a procedure that would look at this issue.

- But the Airport did not have a specific testing program that would go back in as a tenant cleared a lot. The Airport had not had very many lots turn over which was another issue.

- Mr. Daly confirmed that the Airport had nothing where it might just look the lot over to check that it appeared that it was not polluted. Mr. Weibrecht confirmed that there was not a testing program to speak of. Mr. Daly was not talking about a testing program but for example if Management went around to the back of the building and saw a couple drums that were sitting there or some such.

- Mr. Flynn responded that all lots had a site survey done through the Master Plan process, the Spill Control Plan and also through the Storm Water Management Plan so Management had been able to identify all the tenants that had bad housekeeping and the tenants were duly notified.

- Propane was a little different in that it did not usually return to the earth as gasoline did. So it was a little different although that was not to say that they might not have been doing maintenance on a truck there that could have put something into the ground.

- Mr. Daly noted that with the laundry per-chloral-ethylene (the dry cleaning fluid) was also a volatile gas, Mr. Weibrecht reminded him that it was stored in liquid form and then as it was rinsed down it had entered the ground. Mr. Daly confirmed this exactly and was just saying the Airport should not have this situation again.

- Mr. Weibrecht understood Mr. Daly's point but repeated that the Airport had not had one particular testing or whatever done.

- The Airport did do, as Mr. Flynn mentioned, Storm Water Pollution Prevention Program where every lot and building on the property was surveyed to go through and look for the storage of materials and how and where they were being stored, etc. Late this spring or early summer that process would start again and because it needed to be kept updated. Mr. Flynn explained that there were not any hot spots associated with that property at the time of the last survey, which Mr. Weibrecht confirmed.

- Mr. Hegarty confirmed that this lot was primarily used for the storage of propane. Mr. Flynn affirmed this stating it was bottles of propane. Chair Law reminded the MVAC that at one point they had stored trucks there and everything. Mr. Hegarty asserted the only pollution there might be would be from the oil from a crank case or something like that because the propane would go up not down. Mr. Daly stated this was his concern that it might be the same situation as the per-chloral-ethylene; it too was very volatile and had been used in a process with sprayed water which, with the dry-cleaning fluid, had then been stored in a dry well where it became the start of the contamination. Mr. Daly asked if this was not right. Mr. Weibrecht agreed it was, along with a combination of rinsing filters and some other activities and method of storage. For example the fluid actually came in a barrel or drums of different sizes so that it was actually the liquid form of the same material. Mr. Daly was correct in that it evaporated which was, in fact, what the treatment was; injecting air into the water to volatize the material.

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- So Mr. Weibrecht understood Mr. Daly's point and in terms of turnover the Airport needed to be conscious of what the condition was at the time the lessee actually left the property or turned it back to the Airport.
- Mr. Weibrecht went on that the Airport had seen the 21 E show up items before, that was for sure. Commercial lenders required the 21 E to come in and see what the existing conditions were and that was a whole myriad of issues.
- Mr. Flynn repeated that the Mobile Station and Danielle and Rogers had a whole series of monitoring wells in different areas so nothing had been detected in the ground as far as testing well issues were concerned as of yet.
  
- Mr. Leland talked about when, for example, Danielle and Rogers had constructed their oil tanks and all that, they had had to meet certain State-set criteria in containing walls. Mr. Weibrecht assented enumerating, secondary containment walls, oil/water separators, transfer service areas, etc. Mr. Leland maintained that the area was not that old so having met all the State and Federal guidelines it was probably pretty safe. Mr. Davis noted that a lot of the old ones had not met standards to which Mr. Leland agreed.
  
- Mr. Law, however, pointed out that the problem with tanks was that they were protected from going out but not from going down. Mr. Leland remembered that. Mr. Flynn asked if he meant a propane tank. Mr. Law said no but the oil tanks. Mr. Flynn asserted it was just the opposite on the propane tanks. Mr. Law explained that with the oil tanks which were being talked about just protected against going out but not down. If a 20,000 gallon oil tanks let go there was a wall around the tank to protect against the oil going out. Mr. Weibrecht agreed and added that or else there might be an interstitial space, a tank within a tank, where it was double hulled.
  
- Mr. Flynn then explained that with propane they intentionally prevented the company from putting in ground basins because that would be where the gas would trap. Hence they were not allowed to have basins in the vicinity of the tank because they did not want the gas to collect. Consequently the companies intentionally did not have these in the areas.

7. Adjournment

Chair Law asked if there was anything further to discuss. There being no response **MR. LELAND MOVED TO ADJOURN AT 5:37PM; MR. ALLEY SECONDED; MOTION PASSED BY CONSENSUS.**

**Documents on file:**  
Agenda 1/19/05