

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

February 9, 2005

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; Leonard Jason - Commissioner
Others: Chip De Witt – Palmer & Dodge, Marni Lipke - Recorder
Press: Larry Kiely - MVTV

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

The meeting was called to order at 5:07PM.

Chair Law gave the floor to Dukes County Commissioner Lenny Jason who was representing the Martha's Vineyard Transit Authority (MVTA).

- Essentially the MVTA was asked to send a letter to demonstrate how it could share in services in return for a reduction in rent as was promised by Mr. Bob Wasserman when he was Chair of the Martha's Vineyard Airport Commission (MVAC), but which had not yet happened. Mr. Jason felt the letter was quite self-explanatory (see documents on file). (No such vote found, reference on 12/6/00 Minutes p.1-2 #3 and 6/18/03 Minutes p.9.)

Chair Law asked if there were any questions.

- Mr. Leslie Leland asked how the formula was worked out. Airport Manager Mr. Bill Weibrecht explained that this specific letter would be included with the Palmer & Dodge packet along with all the other material. Mr. Leland asked if any additional information was needed. Mr. Weibrecht passed the information on to Mr. Chip De Witt of Palmer and Dodge, and noted that the MVAC was obviously desirous that whatever could, be done with it. If additional information was needed on one or any part the request would be made.

- Mr. De Witt introduced himself and asked if Mr. Jason understood the process. Mr. Jason replied he did not, that all he knew was that promises had been made and the MVTA did not seem to be getting anything. Mr. De Witt explained that the Federal Aviation Administration (FAA) had said that they wanted the Airport to do an evaluation. Mr. De Witt was part of the team putting the evaluation together. The team would take a look at it, see what could be done, and would get back to the MVTA. He asked Mr. Weibrecht when the deadline was. Mr. Weibrecht replied that there was no deadline it would go out as soon as everything that needed to be was submitted.

- Mr. Jason asked what it was that the FAA wanted. The MVTA could not run the damn bus if the Airport did not build the road. And Mr. Jason thought the Airport was supposed to build the road as an improvement. He asked if it was not part of the conditions of the Martha's Vineyard Commission (MVC) permit. Mr. Alley agreed that it was a condition. Mr. Weibrecht agreed that it was actually a condition of both permits for the access road to be built.

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- Mr. T. J. Hegarty asked if the Airport were buying regular gas. Mr. Weibrecht clarified that yes, they were buying unleaded gasoline. Mr. Hegarty asked what the price of gas per gallon was. Mr. Weibrecht replied that off-hand he did not know. Mr. Jason noted that the County bought from the MVTA. Mr. Hegarty agreed that the County bought from them but that the Airport did not. Mr. Weibrecht agreed that no, the Airport did not buy from the MVTA. Mr. Leland asked where the Airport bought gas. Mr. Weibrecht replied that Packer supplied them at the moment and the Airport had its own storage tanker. Mr. Hegarty noted this was supposed to be phased out, to which Mr. Weibrecht agreed. Mr. Hegarty continued that there was a point. Mr. Jason however, disagreed that if the Airport was getting the gas cheaper he was not saying they should come buy the gas.

- Mr. Alley explained that this part of the exercise was that if there were County or other entities that shared services with the Airport then at this time the information should be sent in, before the packet was finalized.

- Mr. Jason did not think it was up to them to decide and asked if it wasn't up to the MVAC to decide. Mr. De Witt explained that the Airport had to submit this material to the people who interpreted FAA policy, to make sure that whatever the Airport could do was worked out as acceptable to FAA. The FAA had a rule that said that all leases had to be fair market value. Mr. Jason understood this. Mr. De Witt went on that the Airport had to make sure there was enough information to make it fit within the FAA parameters; this was all that the MVAC was talking about. Chair Law assured him that the Airport was on the down side of getting everything done right now.

- Mr. Hegarty explained that the gas would be an avenue because the Airport was phasing out the unleaded gas. The County went over to the MVTA because it was cheaper than buying it at the Airport. Chair Law observed that this was not a rent issue.

- Mr. Jason posited that all this information was going to the FAA. The FAA would ask the Airport if it was buying gas there; the Airport would answer, no; so this was not a benefit. Mr. Weibrecht however pointed out that if it was acceptable and it worked then it was not off the table either. Mr. Hegarty insisted it was cheaper. Mr. Jason's point was why did not the MVAC at least vote on doing it so that the Airport could at least say yes the Airport was buying gas. Mr. Weibrecht thought he understood what Mr. Jason was saying. Mr. Jason remarked that was good. Mr. Weibrecht suggested the subject be held for a minute, because the back side was that if the MVTA was paying \$1.24 or \$2.00 or whatever it was, Mr. Weibrecht did not know what the difference was. So that was all the MVTA was paying for the gas, were they then marking it up to resell to the Airport to get it off the rent.

- Mr. Jason's goal was to pay less rent. He was trying to offer the Airport services. If the Airport did not take the services the MVTA could not get less rent. Mr. Weibrecht agreed. Mr. Jason continued that this meant the Airport cash flow would be lower, so it did not behoove the Airport to lower its cash flow. And asked if this was that not right. Mr. Weibrecht replied that in theory this was right but that if it worked, it worked. Mr. Jason did not want to see this turn into another goddamn \$108,000 that was never agreed on. Mr. Weibrecht understood. Mr. Jason could not run the bus if the Airport did not build the road. So if the Airport never built the road, the MVTA never ran the bus, it would never be a service.

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- Mr. Weibrecht asked if Mr. Jason thought the Mr. Weibrecht was trying not to build the road so the MVTA would never run the bus. Mr. Jason denied this. He wanted the Airport to agree to do something and all he kept hearing was FAA. When did this Board agree? Mr. Weibrecht emphasized that he would spend the budget or find the funds for that road as soon as the Airport could. He wanted that road done too. Mr. Weibrecht agreed that Mr. Jason was right, the MVTA could not get a rent discount for something that did not operate. Mr. Jason underlined that it was not the MVTA's fault it was the Airport's fault. There was a general voice. Mr. Weibrecht started to explain that first of all there had to be a need for the bus service, so that when the Airport came down to it...Mr. Jason interrupted that he did not make the decision, he just voted for the decision which the Airport had made. Mr. Weibrecht asked which decision. Mr. Jason returned the decision of the MVAC that said the Airport would do it, and stated the Airport was in violation of that. Mr. Weibrecht returned that the Airport was not in violation. Mr. Jason repeated that the Airport was not in violation. Mr. Weibrecht replied, no. Mr. Jason then asked for confirmation that it did not say that. Mr. Weibrecht replied that it said that the Airport shall build the road and noted that they could go back and forth. It said a lot of things, for example, at such times as x, y, or z, or at such time as the traffic levels hit x, y or z the Airport shall do y. If the Airport had not reached those levels Management was not in violation.

- The long and the short of it was: did the Airport want the road built? Yes. Did the Airport have \$5-600,000 right now to do it? No. Had the Airport asked for funding to build the road? Yes. Did the Airport want to see that happen as soon possible? Yes. The other part of the permit stated that the road could not be built until the Airport had the permit, so the Airport just received the permit back—at least part one of it from the State for the actual impacts of that road going through there. The Environmental Impact Report was just approved December whatever (see 1/5/05 Minutes p.6-7 #8). So the Airport was lining it all up.

- Mr. Alley asked if the MVAC could vote just in principle to offer the Airport the opportunity to purchase from the MVTA. Mr. Weibrecht replied absolutely. Chair Law stressed that the opportunity had already been extended. Mr. Weibrecht expanded that there were only two ways to do that i.e. even if it was not allowable as rent reduction but it was something that was desirable and a good deal for the Airport too, then there was another way such that if the MVTA sold the Airport the fuel then the Airport paid them for the fuel regardless.

- Mr. Hegarty had a question. This was an offer that had been on the table for quite some time. The County stopped getting gas because it was more expensive. —Mr. Frank Daly asked where the County stopped getting gas. Mr. Hegarty replied from here at the public field.— Now, Mr. Weibrecht was telling the MVAC tonight that the Airport was still buying gas from Packer and asked if Mr. Weibrecht was telling the MVAC that Packer was selling the Airport gas cheaper than was for sale over at the MVTA. Mr. Weibrecht replied that off-hand he did not know what the pricing was so he could not tell Mr. Hegarty what the answer was and he did not know what MVTA was paying, and asked if Mr. Hegarty could tell Mr. Weibrecht what the MVTA paying for it. Mr. Hegarty replied that he thought the last bill was \$1.81. Mr. Weibrecht replied this was okay, so that the last time Management looked at it the Airport was not very far off, so if Mr. Hegarty knew something different, that was fine. Mr. Hegarty did not. They spoke over each other briefly and then Mr. Hegarty continued that if the offer had been on the table for a year and Mr. Weibrecht had not looked into what the difference was than Mr. Hegarty thought there was a problem. Mr. Weibrecht replied okay.

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- Mr. Alley said there were other things involved like maintenance, and a whole bunch of things and Mr. Alley just wanted the Airport to avail themselves of the opportunity. Mr. Weibrecht interrupted that where the rent could be reduced he agreed, and that he understood this. Mr. Alley stated he was under the impression that people had to get their material in by February 9th, but apparently he was wrong. Mr. Weibrecht responded that he asked for all material as soon as possible; someone had asked if there was a deadline and Mr. Weibrecht had responded that no, but as soon as the team had the information or if someone wanted to give a reply in the negative, meaning that this was all the team was going to get, then that would be great. Mr. Alley wanted to see the Transit Authority on the record so that the Airport did not go down the road and then someone said, 'Oh, gee that should have been written down.' Mr. Weibrecht stated this was great and emphasized this was exactly what he had asked for. Mr. Alley stated this was okay. Mr. Daly confirmed that this was in response to Mr. Weibrecht's request. Mr. Alley agreed.

- County Manager Winn Davis noted that at that meeting (see 2/2/04 Executive Session Minutes) Mr. Davis indicated that the Dukes County Commission would not be meeting until tonight so if the team would please wait until the County got their input in. Mr. Weibrecht readily agreed this was fine. Ms. Lipke clarified the point.

- Mr. Weibrecht addressed Mr. Jason. Mr. Jason asked if Mr. Weibrecht was asking if Mr. Jason was happy. Mr. Weibrecht stated Mr. Jason was never happy. Mr. Jason replied that he was always happy; he just did not like getting jerked around. Mr. Jason thought that the Transit Authority offered the Airport an opportunity and he had not heard anybody say, 'Let's take advantage of this opportunity.' Mr. Weibrecht stated this was fine. Mr. Jason stated that was not fine. Either the MVAC should say no, the Airport did not want to do it, or yes, the Airport did want to do it. It was quite simple.

- Mr. Leland added it was also pretty easy to pick up the phone and ascertain MVTA prices and what they were offering and to have a comparison that did not take too much time or energy. Mr. Hegarty added that he could tell the MVAC right now that he took the County truck over there at least 6 times a year and ran it through the car wash and there was no charge to the County.

- Mr. Davis added that there were other considerations. Mr. Davis used to fill up at the Airport if Management recalled—Mr. Weibrecht assented—and basically he would have to write down the digits and carry it back into the office and basically there was a lot of possibility for error or mistakes. Mr. Weibrecht agreed. With the MVTA system there was virtually no opportunity for error it was virtually all done electronically so that from the County's standpoint even if the prices were equivalent it was probably better off with the MVTA. Mr. Hegarty expanded that the gas did not even flow...Mr. Weibrecht inserted without punching the card through...Mr. Hegarty continued that it also gave other things such as odometer readings. Mr. Weibrecht concurred such as oil change warnings. Mr. Davis continued that it also eliminated the possibility of people misusing it which he supposed could always happen.

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• **MR. ALLEY MOVED THAT MANAGEMENT AS REPRESENTATIVES OF THE AIRPORT INVESTIGATE AND HAVE THE AIRPORT AVAIL ITSELF OF THE OPPORTUNITIES MENTIONED IN THE MVTA LETTER AS APPROPRIATE; MR. HEGARTY SECONDED.** Chair Law asked if there was more discussion.

- Mr. Daly asked if the Airport availed themselves of this opportunity was it locked into it. Mr. Alley maintained that he did not say the Airport was locked into it. Mr. Daly stated he had just asked the question. Mr. Alley stated the opportunity was offered the Airport might want to accept it.

- Ms. Lipke clarified the motion. Chair Law asked if there was any more discussion and there being none, called the vote. **MOTION PASSED UNANIMOUSLY: 6 AYES, 0 NAYS, 0 ABSTENTIONS.** Mr. Jason stated that now he was happy. Chair Law thanked him. There were general jokes about for how long Mr. Jason would be happy. And everyone wished him a good night.

Chair Law asked if there was any other business. Mr. Hegarty wanted to comment on the Memo on the wastewater. The MVAC confirmed the Memo being referred to (see documents on file). Mr. Hegarty wanted to commend Mr. Eldridge for his initiative in his testing and to hopefully get an idea as to when the Nessler's Reagent would be removed from the property. Mr. Weibrecht replied that he would check into that. At the moment it was still a valid product and it was not necessary that it had to be removed from the property. Management had discussed on several occasions that materials became outdated and were disposed of. Safety Clean would probably be the new company that would remove all of the chemicals that became outdated. Formerly it used to be handled, to whatever extent it could be, through the household waste program. But it was not actually household waste so the Airport had had some concerns there.

• Perhaps Mr. Hegarty was mistaken in his interpretation but he was going to read from the Memo. Mr. Eldridge commented on having Nessler's Reagent from 2001 and goes on, "Old, expired chemicals are routinely removed and disposed of as hazardous waste ..." So this led Mr. Hegarty to believe this was an old expired chemical. Mr. Weibrecht responded that no, that the chemical was still usable. Right now Mr. Eldridge was not performing that test on a regular basis using that process. It was a different test that he was doing, but at any point the Dept. of Environmental Protection (DEP) could start making the Airport do that test. So Mr. Eldridge was using an alternative method that was approved right now.

• Mr. Hegarty asked where the remnants of the test ended up, when the test was performed. Mr. Weibrecht asked if Mr. Hegarty was inquiring about the used reagent. Mr. Hegarty assented. Mr. Weibrecht explained that this had been through the hazardous waste program. Mr. Hegarty asked if the residue was collected again for disposal as well as the water used to wash the testing vessels. Mr. Weibrecht replied that as far as he knew all hazardous waste Mr. Eldridge was handling was disposed of in accordance with DEP regulations. He repeated that on this particular one Mr. Eldridge had not been doing the test that way. So that right now as it sat it was a chemical on the shelf. Mr. Hegarty appreciated what Mr. Weibrecht was saying but that when he did do it all the materials, such as cleaning agents of the vessels used in the tests, were collected. Mr. Weibrecht agreed and continued they were disposed of properly.

• Mr. Daly asked Mr. Hegarty if there was not a sheet on that. Mr. Weibrecht replied this was the Material Safety Data Sheet (MSDS). Mr. Daly asked if Mr. Hegarty was saying that Mr. Eldridge was

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following the MSDS sheet. Mr. Hegarty said no, that the MSDS just told the phone numbers to call. Mr. Weibrecht added it also had the handling procedures, and what the hazard was. He went on to explain that the MSDS was to notify the employee of what he was handling and what the potential hazards were and how the employee had to do it. It also stated how it was listed so that the employee would know how it needed to be removed. So routinely Mr. Eldridge was using alternate products at the testing lab to do these tests. Mr. Hegarty expanded that if Mr. Hegarty (the County Rodent Control Officer) left poison at someone's house he would leave the person an MSDS sheet in case, for example, the dog got into it. Mr. Weibrecht agreed that it gave first aid. He noted just for the MVAC's information that Mr. Eldridge used to run that whole program at the hazardous materials collections. Mr. Hegarty then felt assured that Mr. Eldridge knew what he was doing. Mr. Hegarty then continued that the MSDS sheet gave the trade name, the common name, the chemical name, the Environmental Protection Agency (EPA) number, the manufacturer's hot line 800 phone number, a Federal 800 number for emergencies. Mr. Weibrecht added usually that it could track all the information on a particular batch, etc. Mr. Hegarty went on that it gave information on what to do in case of consumption and all that stuff.

- Mr. Daly noted that this sort of chemical still had to have a cradle to grave paper trail and thought this was what was being asked. Because it was not possible just take part of a chemical and lose sight of it, it had to be recorded. Mr. Hegarty explained that the Airport was dealing with mercury there and his question was more like, well the Airport was dealing with the stuff from the de-icing machines, which was being collected and gotten rid of properly and Mr. Hegarty just wanted to make sure that anything with mercury did not go anywhere near the groundwater as there was an aquifer on the property. Mr. Weibrecht responded, was he asking of it was thrown into the wastewater plant afterwards? No, it was not. Mr. Weibrecht continued that it went even further than that. The Reagent was relatively low potency stuff and there were different variations of that, which was part one. But even things like the ultraviolet light bulbs that were in the system had to be disposed of in a certain way. Mr. Hegarty added that he did not know if the MVAC knew this but actually fluorescent lights had to be recycled in a machine that actually collected the gas when they were broken.

- Mr. Weibrecht continued that in any case the Memo had been distributed to demonstrate that Management had talked about it early last month, that Mr. Eldridge had had the testing done and that the Airport was not running into the same issues that were being reported in the paper. Chair Law thanked him. There was a brief discussion on how to tilt the meeting room chairs.

Chair Law had two things to say. One was that, in Mr. Weibrecht's defense, the Airport had some vehicles that could not leave Airport property. Such vehicles as fuelers, refuelers certain payloads, etc. could not be traveling on the roads, as well as not being able to use roads without plates. And he would like to say there were other reasons: the fuels were not registered, the jet fuel and aviation gas were not allowed on roads so these were some of the factors in the MVTA issue. Payloads and equipment without licenses could not go on public ways. Mr. Leland maintained they were Airport roads but Mr. Weibrecht and Mr. Law argued they were public ways. Mr. Law did not want to go into it, but there was a whole body of regulations on it. Mr. Alley suggested that the Airport could have its own connection. Mr. Weibrecht asked if he was referring to a pipeline. Mr. Law repeated that he was just saying there were other reasons for the current situation which Mr. Law knew because he dealt with gasoline and taxes and vehicles and "OR" plates and other specialty plates and he knew that those vehicles with jet fuel and avgas could not go on those roads or leave the property gates. The were

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lease issues involved, there was insurance, the business park roads were public ways, if there was an accident the Airport would be in trouble.

- Mr. Hegarty said he did not think they were public ways because in one of the papers that was handed out it was noted that the County Administration building was being charged for the use of the roads, so that if they were being charged for the use of the road how could it be a public way. Mr. Law responded that he did not want to get into details; it was just a point that he wanted to note that there were reasons why the MVAC would not want the vehicles on the road.

- Mr. Weibrecht assured the MVAC that Management would review MVTV services where feasibly it would be possible, and come back to the MVAC as to gas vehicles. Mr. Law noted also that most of the vehicles ran on diesel fuel.

The other issue Chair Law wished to go over was that a letter was sent to Mr. Folino on the decision of the January 19th meeting to get out of the sublet to Mr. Barnes and if Mr. Folino did not get rid of the vehicle in 45 days the MVAC would take Mr. Folino's tenancy away. Mr. Folino did take the vehicle away within the 45 days. Mr. Hegarty noted that the other day he did see that the vehicle was gone. Chair Law just wanted to inform the MVAC, and the sublet was still gone as far as the MVAC was concerned, but the vehicle was gone. Mr. Leland confirmed that the sublet was still gone. Chair Law clarified that the sublet was history. As far as the MVAC was concerned it should not be there but Chair Law was still of the opinion that it might not be easy to enforce.

1. Executive Session to Discuss Ongoing Litigation.

MR. ALLEY MOVED TO ENTER EXECUTIVE SESSION AT 5:32PM (NOT TO RETURN TO REGULAR SESSION) UNDER MASS. GENERAL LAW CHAPTER 39 SECTION 23 NO. (3), - I.E. FOR THE PURPOSE OF DISCUSSING STRATEGY WITH RESPECT TO LITIGATION; AND TO INVITE COUNSEL MR. CHIP DE WITT, AND COUNTY MANAGER MR. WINN DAVIS AND RECORDER MS. MARNI LIPKE TO BE PRESENT THROUGHOUT; MR. HEGARTY SECONDED; MOTION PASSED UNANIMOUSLY: MR. MILL AYE, MR. ALLEY AYE, MR. HEGARTY AYE, MR. LELAND AYE, MR. DALY AYE, MR. LAW AYE.

*Mr. Norman Perry entered the meeting at 6:10PM.

7. Adjournment

MR. LELAND MOVED TO ADJOURN AT 6:50PM; MR. ALLEY SECONDED; MOTION PASSED UNANIMOUSLY: MR. MILL AYE, MR. ALLEY AYE, MR. HEGARTY, MR. LELAND AYE, MR. DALY AYE, MR. PERRY AYE, MR. LAW AYE.

Documents on file:

Agenda 2/9/05

MV Regional Transit Authority letter to MV Airport 2/8/05

MV Airport Water/Wastewater Dept. Memo re: Chemical Hygiene Plan & Blood Testing 2/9/05