

Erie Regional Airport Authority
Monday February 23, 2009
NOON
Meeting

Minutes of a Work Session of the Erie Regional Airport Authority duly posted and advertised. The meeting was held at the Knox Law Firm, 120 West 10th Street, Erie, Pennsylvania.

Attendees:

Sumner Nichols	Don Wright	Kyle Foust
Lisa Cappabianca	Jennifer Gornall	Phil Fatica
Lou Bizzarro	Chris Rodgers	Evan Adair
Charley Augustine	Michelle Magee	
Lou Porreco (via telephone)	Brian McGrath	
Frank Stefano (via phone)	Tim Zieziula	

Opened: 9:15 AM

Sumner Nichols suggested that the group review the document and discuss each concern to work through it and come to an agreement that all involved is comfortable with.

Tim Zieziula agreed and stated that issues of concern are not legal issues, but business issues that need to be discussed and worked out.

Lou Porreco explained to the group the history behind the golf course transfer. Mr. Porreco said that he was first approached by Joe Kujawa with the idea of transferring ownership of the Millcreek Golf Course to the Airport Authority in exchange for ownership of the Erie Golf Course transferred to Millcreek Township. Since the Millcreek Golf Course is built on a super fund site, ownership can not be transferred. It was then said that the airport would be given an easement over the entire Millcreek Golf Course. The airport said that all that is needed really is an easement over just the portion of the golf course that the airport needs for the runway extension. Mr. Porreco said that these discussions pertaining to the golf courses benefited all involved with an added benefit to Millcreek because Millcreek would be getting an 18-hole course by obtaining the Erie Golf Course and keeping the Millcreek Golf Course as a 6-hole course.

Brian McGrath said that the first he heard of the possible golf course transfer was at a meeting at the ITC building when Joe Kujawa mentioned it at that meeting. Mr. McGrath said that he was stunned when the golf course swap was being discussed because Millcreek is responsible for owning and maintaining the super fund site. Mr. Porreco said that he had met privately with Joe Kujawa prior to the ITC meeting. Mr. Porreco said that special considerations for a 6-hole course cannot take priority over super fund site regulations and the runway extension project.

Mr. McGrath added that it has always been the intention of Millcreek Township to modify the 2004 MOU between the Airport Authority and Millcreek as simply as possible with as few changes as possible. It is the position of Millcreek to try to keep new language completely out of the modified MOU. We are supposed to be modifying the previously agreed upon MOU only.

Mr. Porreco pointed out that the 2004 MOU was drafted 5 years ago. A lot has changed since 2004. He wants everyone to keep this fact in mind as we move forward with discussions.

Points of Discussion:

- Page 4; paragraph C- ERAA wants to add “*delay and/or increase the cost of the Project or*” and at the end of the paragraph “*The parties understand and acknowledge that all decisions relating to the modification of regulations are within the sole province and discretion of the FAA*”. Evan Adair said that in addition to the FAA, the EPA and DEP need to be involved. He said that when the time comes; ERAA and Millcreek should be meeting with EPA and DEP together. He said that it really goes without saying that federal and state regulations have to be adhered. It really does not have to be stated in this agreement. ERAA and Millcreek agreed to add “*materially delay and/or increase the cost...*” and to strike the last sentence completely.
- Page 4; paragraph D-ERAA wants “*and other work for the runway extension project being implemented*” in the modified agreement because ERAA does not want work on the runway to be delayed due to something like removal of trees or golf course modifications. Mr. McGrath said that Millcreek will still be responsible for the remaining 6 holes. Millcreek has concerns over lighting: what kind of lighting will be used, will there be an access road, will there be protective fencing around each light, how high will the lights be, etc. Mr. Porreco suggested adding language similar to “anything impacting the golf course design, Millcreek will be notified as soon as ERAA receives such information”. Mr. Zieziula explained that it is provided for in the 2004 MOU that Millcreek see final design prior to plan an design being finalized. Mr. Zieziula suggested adding the following language: “*and other work for the runway extension project affecting the Golf Course being implemented*”. Millcreek agreed.
- Page 5; paragraph J(iii)-Mr. Zieziula explained that from the airport’s point of view, the runway project should not be tied up by Millcreek’s reconfiguration of the remaining 6 holes. We are trying to decouple the runway project and the golf course relocation. Chris Rodgers asked Mr. McGrath to explain Millcreek’s concern. Mr. McGrath explained that Millcreek wants to reconfigure the remaining 6 holes prior to the elimination of the 9 holes. Mr. Adair stated that this was not in the 2004 MOU. Mr. Rodgers pointed out that the 18-hole Erie Golf Course was not in play back in 2004 when the MOU was signed. It was agreed that notice

- of 120 days would be given to Millcreek prior to commencement of construction work. ERAA and its contractors have no right to enter onto Millcreek Golf Course lands without first giving the 120 (or more) notice.
- Page 5; paragraph F-Mr. Adair asked for an explanation pertaining to real estate in the runway safety area (RSA). Mr. Zieziula explained that the FAA mandates that the airport own or control any real estate in the RSA. Land inside of the RSA would be the responsibility of the airport and land outside of the RSA would still be the responsibility of Millcreek Township. Millcreek agreed to *“unless such real estate is within the runway safety area located to the west of the relocated Street and is required by the FAA to be owned or controlled by the Authority, in which case any such additional lands will be transferred in fee or conveyed by easement at no additional cost to the Authority.”*

Mr. McGrath said that at the meeting on Friday February 20th, he expressed concern over what happens on the super fund site. He explained that ultimately, Millcreek is responsible for what happens on the super fund site and they want some assurances. Millcreek would like an inspector who answers to Millcreek on site during construction on the site. Mr. Porreco said that an on site inspector is not in the budget. The Airport Authority will take care of any and all fines, repairs, etc. pertaining to the super fund site if such cost and repairs are a result of the runway extension project.

Mr. Porreco thanked everyone for their efforts. Mr. Adair said that he would make the agreed upon revisions and forward to Mr. Zieziula. ERAA is prepared to approve the 2004 MOU modification at its Regular Board Meeting on Thursday February 26th.

Meeting Adjourned: 10:50 AM

Lou Bizzarro, Secretary