

**ERIE REGIONAL AIRPORT AUTHORITY  
MEETING**

**Wednesday, February 26, 2025**

Minutes of a Meeting of the Erie Regional Airport Authority duly posted and advertised, held in the second floor conference room of the Intermodal Center, 208 East Bayfront Parkway, Erie, PA 16507.

**Attendees:**

Brian Slawin	Derek Martin	Keith Walach, citizen of Erie
Aaron Susmarski	Michelle Magee	Chuck Nelson, Erie City Council
A'Darius Porter	Jennifer Gornall	Charlie Bayle, Erie County Council
Erin Kerner	Ian Bogle	Jack Bendig, Hangar 20
Peter Burton arrived at 12:12 pm	James Pacansky	Lou Aliota, Millcreek Township
David Hallman, Jr.		Brad Peganoff
Ryan Bergquist		
Dorothy Smith-Frazier		

**Participated by Phone:** Eric Rogers

Board President Brian Slawin opened the meeting at 12:00 pm with the Pledge of Allegiance to the United States of America.

**Approval of Agenda**

Mr. Slawin asked for a motion to approve the agenda as presented. David Hallman, Jr. moved, and Aaron Susmarski seconded. Approved by Yeas: David Hallman, Jr., Aaron Susmarski, Erin Kerner, A'Darius Porter, Eric Rogers, Brian Slawin, Dorothy Smith-Frazier, and Ryan Bergquist.

**Public Comments**

No members of the public commented.

**Approval of Minutes**

Mr. Slawin asked for a motion to approve the minutes of the previous Board meeting, Erin Kerner moved to approve, and Dorothy-Smith Frazier seconded. Approved by Yeas: David Hallman, Jr., Aaron Susmarski, Erin Kerner, A'Darius Porter, Eric Rogers, Brian Slawin, Dorothy Smith-Frazier, and Ryan Bergquist.

**Announce Executive Sessions-** Mr. Slawin announced that an Executive Session was held this morning at 11:30 am prior to this public meeting to discuss a real estate matter and receive privileged legal advice.

**Committee Reports**

Finance Committee- Finance Committee Chair David Hallman, Jr. stated that the Finance Committee Meeting met on February 25, 2025, and reviewed the December and January finance reports, cash forecasts, bills to be paid, and

expense reports. The Committee recommends approval of the bills. Ryan Bergquist made the motion for approval seconded by Aaron Susmarski. Approved by Yeas: David Hallman, Jr., Aaron Susmarski, Erin Kerner, A'Darius Porter, Eric Rogers, Brian Slawin, Dorothy Smith-Frazier, and Ryan Bergquist.

**Financial Report-** Mr. Pacansky reviewed the December finance report. The net deficit for the month of December was \$120,880, bringing the year to date deficit to \$1,265,979. We are unfavorable to budget year to date \$72,997 with revenue unfavorable to budget \$126,868 and expenses favorable to budget \$53,871. Mr. Pacansky reviewed the January finance report. The net deficit for the month of January was \$103,702, bringing the year to date deficit to \$103,702. We are unfavorable to budget year to date \$58,543 with revenue unfavorable to budget \$19,732 and expenses unfavorable to budget \$38,811.

There was no **Unfinished Business**.

### **Resolutions**

**Resolution 2025-01 Greenleaf Corporation Extension-** Mr. Martin explained that with last year's one year extension Greenleaf intended to start construction of their hanger within the year. They are not comfortable starting construction yet as they continue to move forward after the pandemic and wish to extend it another year. This fourth amendment will do that.

## **RESOLUTION NO. 2025 - 01**

### **GREENLEAF CORPORATION EXTENSION**

It is hereby RESOLVED by the Erie Regional Airport Authority, that it shall extend the date that James Greenleaf shall be required to commence construction of a hangar for a one year period until June 1, 2026. The Fourth Amendment to Hangar Land Lease Agreement attached to this Resolution (the "Fourth Amendment") is hereby approved. The Executive Director is authorized to execute the Fourth Amendment on behalf of the Erie Regional Airport Authority.

### **FOURTH AMENDMENT TO HANGAR LAND LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO HANGAR LAND LEASE AGREEMENT** (this "Third Amendment") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2024, by and between **ERIE REGIONAL AIRPORT AUTHORITY ("Lessor")**, **JAMES GREENLEAF ("Lessee")**.

### **RECITALS**

1. Lessor and Lessee entered into that certain Hangar Land Lease Agreement, dated as of May 10, 2021 and amended as of May 24, 2022, April 26, 2023 and May 31, 2024 (collectively referred to as the "**Original Lease**", and the Original Lease, as amended by this Third Amendment, being referred to as the "**Lease**"), pursuant to which Lessor agreed to lease to Lessee the Leased Premises as such term is defined in Section 1 of the Original Lease.

2. Lessor and Lessee have agreed to once again amend the Original Lease in the manner hereinafter set forth. All capitalized terms used but not otherwise defined in this Fourth Amendment or capitalized in ordinary usage shall have the meanings set forth for them in the Original Lease.

**NOW, THEREFORE**, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

**Replacement of Paragraph 4 in the Original Lease - Term. Paragraph 4 in the Original Lease shall be replaced in its entirety by the following:**

**Term.** The Term of this Lease shall be for a period of twenty-nine (29) years, commencing on the earlier of the day Lessee breaks ground for construction of the Hangar or June 1, 2026, and expiring twenty-nine (29) years thereafter, it being agreed that the actual dates when Lessee breaks ground or June 1, 2026, whichever is earlier, and when the Lease expires will be added to this Lease by amendment when the actual dates are known (the "Initial Term"). In order to proceed with construction of the Hangar, Lessee has been and will be engaging in a variety of pre-construction activities, including but not limited to development of detailed site and building plans, investigation of pre-existing site conditions, excluding environmental conditions, obtaining all applicable governmental and related permits and licenses, and applying for any variances in the event they are needed. In the event that conditions are discovered or circumstances arise in connection with, or as a result of, such pre-construction activities or the economic effects of the Coronavirus Pandemic, or of such other occurrences or circumstances beyond the reasonable control of Lessee, or Lessee's business that make construction of the Hangar and other improvements and appurtenances physically, financially, or otherwise infeasible, upon written notice to Lessor on or before June 1, 2026, Lessee shall be relieved of any duty to construct the Hangar and the Lease shall be terminated without any consequences to either Party. Notwithstanding the foregoing, on and after the commencement of construction of the Hangar and other associated improvements by Lessee, Lessee shall be deemed to have forfeited its right to terminate the Lease as described in this Paragraph, except as provided in the termination provisions set forth in Paragraphs 2(a) and (b) above. As used throughout this Lease, the "Term" of the Lease refers to the Initial Term and any Option Periods during which this Lease remains in effect.

**(a) Option Terms.** Lessee shall be entitled to lease the Hangar and Leased Premises for an additional six (6) five (5) year periods, (the "Option Period(s)") at the then prevailing rate for similar improved corporate hangar properties at the Airport (the "Prevailing Rate"). Lessee shall notify Lessor in writing at least one hundred and eighty (180) days prior to the expiration of the Initial Term, or any Option Period that has been exercised, of Lessee's intention to exercise an Option Period. Within sixty (60) days of receipt of Lessee's notice of intent to exercise an Option Period, Lessor will provide Lessee with the proposed rental rate for the Option Period exercised, which shall be based on the Prevailing Rate.

*Lease Extension Beyond Option Period Terms. In the event Lessee intends to extend the Term beyond expiration of the last of the six (6) Option Periods,*

*Lessee shall notify Lessor in writing at least one hundred and eighty (180) days prior to expiration of such Option Period of Lessee's intent. Within sixty (60) days of receipt of Lessee's notice of its intent to extend the Term beyond expiration of the last Option Period, Lessor shall enter into negotiations with Lessee to establish the terms for such an extension. In the event there is a third party interested in the Leased Premises, Lessee shall have a Right of First Refusal on the following terms: Lessee shall have the right to match the terms of any offer Lessor receives from a third party, providing Lessee does so in writing within sixty (60) days from receiving notice from Lessor of the third party's offer. If Lessee matches the third party's offer within the sixty (60) days after notice, Lessor shall be bound to extend Lessee's Lease for not less than the term offered by the third party and up to a term of twenty-five (25) additional years*

**No Other Modification.** Except as specifically set forth herein, the Original Lease is unmodified and is hereby ratified and remains in full force and effect.

**Counterparts; Facsimile.** This Third Amendment may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Third Amendment had executed the same counterpart. Facsimile or PDF signatures are acceptable to effectuate the terms of this Third Amendment.

Erin Kerner made the motion and A'Darius Porter seconded. Approved by Yeas: David Hallman, Jr., Aaron Susmarski, Erin Kerner, A'Darius Porter, Eric Rogers, Brian Slawin, Dorothy Smith-Frazier, and Ryan Bergquist.

There was no **New Business** brought forth.

**Liaison Comments-** Chuck Nelson of Erie City Council shared that his wife is attending a conference in Orlando soon and he is going as well. The Breeze service to Orlando makes this an easy trip!

Charlie Bayle of Erie County Council shared that he first flew Breeze from ERI in January to go to the PSU game. He stated that this was the first time he had flown out of Erie in 30+ years! Mr. Bayle added that he has been pleased to see so many positive comments on social media.

#### **Board Member Comments**

Mr. Slawin thanked Mr. Nelson and Mr. Bayle for their continued support. Mr. Martin reported that the Breeze flight today to Orlando sold 133 of 137 seats. The Tampa flight today sold 131 of 135 seats. American's flights are sold out today.

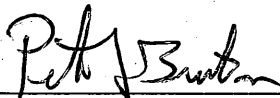
#### **Executive Director's Report**

Mr. Martin reported the following:

- Real ID compliance will be effective May 7, 2025. He asked everyone to continue to spread the word about this.
- We are working with Customs to hold another Global Entry event at ERI. We will communicate the details once confirmed.
- North Coast Air is working with UPMC to hold a one mile charity walk for kids on the airfield. We have submitted the information to the FAA and are awaiting approval and/or next steps.
- We have ARFF foam that has been banned for future use. The U.S. Navy can dispose of some of it for us (as well as other airports) if we ship it to them. He added that we will be transitioning to the new compliant foam. There is a possibility of federal funding for this.
- We continue to work with other organizations like AAAE and NEC AAAE for opportunities for our staff to travel for training/continuing education.
- We plan to apply for another Small Community Air Service Development (SCASD) grant to pursue other destinations like Chicago, Detroit, or Dulles. Mr. Martin explained the process. The application for the grant has not opened yet.
- Air Service Development is ongoing. Mr. Martin will attend the Airport Roundtable conference in May and meet with Breeze in September.

Peter Burton made a motion to adjourn, and Aaron Susmarski seconded. Approved by Yeas: David Hallman, Jr., Aaron Susmarski, Erin Kerner, A'Darius Porter, Peter Burton, Eric Rogers, Brian Slawin, Dorothy Smith-Frazier, and Ryan Bergquist.

**Adjournment: 12:18 PM**

  
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Peter Burton, Secretary