

Minutes –September 20th , 2022
Johnstown, Cambria County Airport Authority

The regular meeting of the Johnstown Cambria County Airport Authority was called to order by Tim Mcllwain, Vice-Chairman at 3:30 pm on Tuesday September 20th, 2022

Members Present: Rick McQuaide; Dave Kalina; Adam Murphy; Jim Loncella; Tim Mcllwain; Mike Parrish; Chris McCall Via phone; Jonathan Gleason, late

Members Absent: George Arcurio III

- **Others Present:** Cory Cree, Airport Manager; Heather Tomasko, Assistant Airport Manager; Josh Keyser, Airport Operations Supervisor Jim Hood, L.R Kimball Engineer; Attorney Tim Leventry, Solicitor; Dennis Kotzan, Accountant; Nathan JST SkyWest, David Hurst, Tribune Democrat; Tom Chernisky, Cambria Country Commissioner.

Public Comment: N/A

MINUTES:

Mike Parrish made a motion to approve the Minutes of the August 16th, regular meeting. The motion was seconded by Tim Mcllwain and passed by the following vote:

Yeas: Adam Murphy, Jim Loncella, Tim Mcllwain, Dave Kalina, Rick McQuaide Chris McCall, and Mike Parrish (7). Nays: None (0)

SkyWest/United Report: Nathen, JST SkyWest

- Reviewed the SkyWest reports

FBO Report: N./A

Treasure's Report:

- Reviewed Financials

Dave Kalina made a motion to approve the Treasure's Report. The motion was seconded by Adam Murphy and passed by the following vote:

Yeas: Adam Murphy, Jim Loncella, Tim Mcllwain, Dave Kalina, Rick McQuaide Chris McCall, and Mike Parrish (7). Nays: None (0)

Manager's Report: Cory Cree:

Proposed Easement – Flair of Country tenant

- In August 2020, the Airport Authority approved granting a Reciprocal Deed of Right-of-Way and Easement Agreement to Flair of Country Catering and Event Planning, LLC subject to:
 - o Flair of Country (FOC) acquiring the 13.79-acre parcel where FOC plans to develop an Event Center; and
 - o Upon receiving approval from Richland Township to FOC's use of the subject 13.79-acre parcel.
- In June 2022, based upon correspondence with Solicitor Leventry, we learned the Reciprocal Deed of Right-of-Way and Easement Agreement was neither executed nor recorded.
- On August 16th, Solicitor Tim Leventry and Airport Manager Cory Cree met with Corey Crocco, Flair of Country (FCO), and his legal counsel, Mike Parrish, primarily to discuss the easement Flair of Country desires and needs for their proposed event center across from Airport Road. Attorney Mike Parrish provided the three (3) attached exhibits, which are labeled C-1, C-2, and C-3. Attorney Parrish explained:
 - o Exhibit C-1 shows the original access easement area that was approved by the Airport Authority in August 2020.
 - o Exhibit C-2 shows the revised access easement area that FOC is requesting.
 - PennDOT requires that the lease area at the road right-of-way only needs to extend to the end of the radius of the access.
 - FOC is requesting the easement to be expanded to the east to include an area for the construction of a drainage berm.
 - o Exhibit C-3 shows the area that FOC is requesting for the purpose of landscaping and maintaining a visually pleasing area between Airport Road and the front of the FOC property.
- On September 15th, the Facility and Administration Committee met with Corey Crocco and Attorney Mike Parrish and reviewed the above information.

Addendum to Lease Agreement (Hertz)

- At the August meeting, the Airport Authority approved an addendum to Hertz' lease agreement to add the Car Wash Facility with the addendum including:
 - o An increase in the rental rate from \$500.00 to \$750.00 per month
 - o The tenant, i.e., Hertz, to pay all utilities associated with the car wash facility, which is anticipated to be electric, water and sewage.
 - o A Consumer Facility Charge (CFC) of \$2.50 per rental day.
 - o A renewal option for a 2-year lease extension.
- After reviewing the lease addendum, Jolene Wesner (Hertz Rental Car) requested that the CFC exclude the Insurance Replacement Rentals. (The current lease does exclude the Insurance Replacement Rentals for the 10% of the Gross Monthly Receipts that the Airport Authority receives.)

Recommendation: We recommend that the Airport Authority approve the draft Addendum being revised to exclude Insurance Replacement Rentals from the Consumer Facility Charge (CFC) of \$2.50 per rental day.

The action to approve this recommendation is listed on the agenda under the Facility and Administration Committee.

Airport Operations Report: Josh Keyser:

- A breakdown occurred within the PTO system on tractor #8. We have removed the PTO assembly and have sent it to Hines equipment for repairs. The unit has been returned to us and we have reinstalled. We are awaiting 1 more part to return the tractor to service.
- Previously ordered sand for winter operations has been delivered and added to the stockpile.
- Preseason maintenance and upkeep have begun on the snow equipment as has refresher training for winter operations.
- We have replaced the snow broom wafers in preparation for winter operations. Broom wafers typically only last 1 season before needing replacement.
- Airfield remarking of the painted lines has begun. This will be continuing as weather and staffing allows.

Kimball's Engineer's Report: Jim Hood

1) SFY 2020 Project - Terminal Building HVAC Upgrades

- a) Darr Construction and FIT Solutions are completing final tuning and balance checks on the equipment.
- b) A progress meeting was conducted on August 31st.
- c) The final inspection is scheduled for October 12th at 10:00 AM.
- d) Darr Construction has submitted Payment Application Number 6 for work completed. TranSystems has reviewed the Application and recommends payment in the requested amount of **\$91,606.50. (Board Action Requested)**
- e) Based on Chane Order No. 1, the project is to be completed on or before November 30, 2022.

PennDOT BOA Grant Agreement Number	Total Grant (100%)	FAA Share (0%)	State Share (50%)	Sponsor Share (50%)	Additional Local Share	Total Project Amount
ACB-2020-JCCAA00007	\$500,000.00	\$0.00	\$250,000.00	\$250,000.00	\$97,528.50	\$597,528.50

Jim Loncella made a motion to approve Payment Application Number 6 to Darr Construction in the amount of \$91,606.50. The motion was seconded by Tim McIlwain and passed by the following vote:

Yeas: Adam Murphy, Jim Loncella, Tim McIlwain, Dave Kalina, Rick McQuaide Chris McCall, Jonathan Gleason and Mike Parrish (8). Nays: None (0)

2) FFY 2021 Project - Runway 15-33 LED Lights and Signs

- a) TranSystems is coordinating with the Contractor on remaining punch list items. Once those are address the closeout documents will be submitted.

FAA AIP No.	Total Grant (100%)	FAA Share (100%)	State Share (0%)	Sponsor Share (0%)
3-42-0045-056-2021	\$323,135.00	\$323,135.00	\$0.00	\$0.00

3) FFY 2021 Project - Remove Obstructions – Former Blair and Horner Properties

- a) The construction contract was executed and distributed to the respective parties.
- b) TranSystems is coordinating with Marsh Contracting to schedule the preconstruction meeting and the start of construction. Marsh is to provide a project schedule early next week.

FAA AIP No.	Total Grant (100%)	FAA Share (95%)	State Share (2.5%)	Sponsor Share (2.5%)
Pending	214,879.00	204,135.00	5,371.00.00	5,373.00

4) FFY 2022 Project - Runway 5-23 LED Lights and Signs

- a) The construction contract was executed and distributed to the respective parties.
- b) TranSystems has reviewed the submittals for long lead time items and returned them to the Contractor.
- c) Due to lead times on materials, construction is not anticipated to start until November.
- d) A preconstruction meeting will be scheduled closer to the anticipated construction start date.

FAA AIP No.	Total Grant (100%)	FAA Share (100%)	State Share (0%)	Sponsor Share (0%)
3-42-0045-060-2022	\$215,524.00	\$204,747.00	\$5,338.00	\$5,389.00

Solicitor’s Report: Attorney Tim Leventry

JR & L Industries, Inc., d/b/a Johnstown Rental & Leasing ("JR&L"). We prepared a First Addendum to Airport Concession Agreement-Automobile Rental Agency with JR&L concerning the Car Wash Facility. Per the Addendum, when the Car Wash Facility becomes operational, it shall be added as leased property to the Airport Concession Agreement with JR&L pursuant to the following terms:

1. The monthly rental rate will increase to \$750.00 from the current \$500.00 monthly rental rate JR&L is paying.
2. JR&L will be responsible for all utilities used at the Car Wash Facility, including, but not limited to, electricity, water and sewage.
3. A Consumer Facility Charge of \$2.50 per day per rented vehicle will be paid monthly by JR&L to the Airport.
4. JR&L will continue to pay to Airport as additional percentage rent 10% of Gross Monthly Receipts as described in the Airport Concession Agreement.
5. Operator will be responsible at its cost to maintain and repair all equipment located at the Car Wash Facility (Airport will assign any warranties it has on any car wash equipment to JR&L); and

Airport will provide snow plowing services as need to the Car Wash Facility and will mow the grass in the Car Wash Facility

Memorandum of Understanding ("MOU") with County of Cambria ("Cambria"). We prepared an MOU with Cambria regarding overseeing the proper administration of funds of the multimodal grant from the Pennsylvania Department of Community and Economic Development ("DCED") earmarked for the Keystone Opportunity Expansion Zone Access Road (the "Project"). Due to Cambria not having the necessary personnel to oversee the administration of the funds, Cambria, per the MOU, agrees that the Authority will oversee this grant administration. The Authority will provide Cambria with monthly reports of the status of the grant and the Project. Furthermore, when applicable, the Authority will requisition amounts from Cambria when said monies are due for the completion of various aspects of the work to be performed on the Project. Cambria must be the party requisitioning the funds. The Authority will inspect all work performed and provide to the County any documentation the County requires to ensure the work performed meets the necessary standards for the Project for grant funds to be released. The County will then timely requisition the grant funds from the DCED to pay vendors. In exchange for the Authority's oversight and administration services, the Authority will receive the \$10,000.00 grant line item for Grant Administration

Flair of Country. On September 15, 2022, I attended the Facilities Committee meeting where the primary purpose was to discuss the open issues relative to Flair of Country, including the following:

1. Payment of the repairs to the exhaust fan for the restaurant ovens;
 2. The rent amount for the first option year starting January 1, 2023; and
 3. The right of way from the Airport Authority to Flair of Country relative to Flair of Country's Event Center.
1. With regard to the reimbursement to the Airport for the exhaust fan repairs by Marc Services, it was determined the Airport would pay for those costs as a result of the precedent that had been set over a number of years relative to repairs of the exhaust fan. Specifically, the Airport Authority has a maintenance contract with Marc Services to check various things, one of which is this exhaust fan.

Additionally, the exhaust fan had been repaired in the past at the Airport's cost. Mr. Crocco advised since he has been a tenant at the Airport, Cory Cree is his fourth (4th) Airport Manager and other Airport Managers have taken different positions relative to the repairs to this fan. After taking all of the discussions into consideration, the Facilities Committee determined the Airport Authority would pay the costs for this particular repair, but hereafter, Flair of Country will be responsible for any and all repairs to the exhaust fan. It was agreed the current lease required the Tenant to pay for the repairs.

Mr. Crocco also agreed to pay the reasonable costs of the routine quarterly preventative maintenance for this exhaust fan. If Mr. Crocco believes the Airport's cost is too high, he will retain his own service company.

2. After discussion, it was agreed by all parties the rental as provided in the Lease will be \$800 per month starting January 1, 2023.
3. The parties discussed the right of way request by Flair of Country into their Event Center. Mr. Crocco requested the right of way be slightly modified, moving the right-hand side further south and the northerly side of the right of way further south.

Additionally, Mr. Crocco asked to have the ability to maintain a larger area directly abutting the right of way on each side. The Facilities Committee believes the request to modify the location of the right of way was acceptable, and they would agree the area outside of the right of way where Mr. Crocco wants to maintain may be maintained by him for purposes of landscaping and assuring the entrance way to the Event Center is appealing. If Mr. Crocco wants to make any substantial changes to the maintenance area, he will need the authorization of the Airport Manager, and the Airport reserves the right to terminate the maintenance area (not right of way) upon 30 days written notice.

New Business/Announcements/Discussion Items

N/A

Committee Reports

Enplanement:

N/A

Enterprise:

N/A

Personnel:

N/A

Military:

N/A

KOZ:

N/A

Facility & Administration: Jim Loncella (Chair), George Arcurio, Jonathan Gleason, Dennis Kotzan

Proposed Easement – Flair of Country tenant

Jim Loncella made a motion to have Attorney Leventry prepare the appropriate legal documents for the execution of the lease language for the easements. The motion was seconded by Dave Kalina and passed by the following vote:

Yeas: Adam Murphy, Jim Loncella, Tim McIlwain, Dave Kalina, Rick McQuaide Chris McCall, Jonathan Gleason (7). Nays: None (0) Mike Parrish Abstained

Kitchen Exhaust Fan Repairs – Flair of Country tenant

Jim Loncella made a motion that the Authority will not seek reimbursement in the amount of \$5,610.60 for the Kitchen Exhaust fan repair and that the coordinate and preparation of the document to be executed between the Airport Authority and Flair of Country clarifying that Flair of Country will be responsible for all future service, repair and replacement cost associated with the kitchen exhaust fan along with all other equipment which includes the payment for the ongoing maintenance which may be provided by thought our existing provider but paid for by Flair of Country. The motion was seconded by Dave Kalina and passed by the following vote:

Yeas: Adam Murphy, Jim Loncella, Tim McIlwain, Dave Kalina, Rick McQuaide Chris McCall, Jonathan Gleason (7). Nays: None (0) Mike Parrish Abstained

2023 and 2024 Lease Rate – Flair of Country tenant

Jim Loncella made a motion that Attorneys Leventry and Parrish coordinate in the preparation of a document, to be executed between the parties of the lease agreement, to clarify the lease rates are \$800.00 per month for the renewal option periods of January 1, 2023, through December 31, 2023, and January 1, 2024, through December 31, 2024. The motion was seconded by Dave Kalina and passed by the following vote:

Yeas: Adam Murphy, Jim Loncella, Tim McIlwain, Dave Kalina, Rick McQuaide Chris McCall, Jonathan Gleason (7). Nays: None (0) Mike Parrish Abstained

Addendum to Lease Agreement (Hertz)

Jim Loncella made a motion that the Airport Authority approve the draft Addendum being revised to exclude Insurance Replacement Rentals from the Consumer Facility Charge (CFC) of \$2.50 per rental day. The motion was seconded by Dave Kalina and passed by the following vote:

Yeas: Adam Murphy, Jim Loncella, Tim McIlwain, Dave Kalina, Rick McQuaide Chris McCall, Jonathan Gleason, and Mike Parrish (8). Nays: None (0)

The meeting was adjourned at 4:45 P.M.

**Minutes approved by
Johnathan Gleason**