



Centre Region Council of Governments

CENTRE REGIONAL RECREATION AUTHORITY

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Serving the Borough of State College and the Townships of College, Ferguson, Harris & Patton

Thursday, April 2, 2009, 12:15 to 2:00 PM

given that the Centre Region COG Building - Forum Room

I. Authority Meeting

II. Regional Park Planning Committee Meeting

I. Approved Summary of the Special Meeting of The Centre Regional Recreation Authority

1. Ms. Mascolo called the special meeting of the CRRA to order at 12:15 PM with the following persons present (6 of 6):

• Ms. Sue Mascolo, Chair	Ferguson Twp	• Mr. Roy Harpster, Vice-Chair	Harris Twp.
• Ms. Kathy Matason, Sec.	College Twp.	• Ms. Donna Conway, Treas.	State College Borough
• Donna M. Ricketts, D.Ed.	SCASD	• Mr. Chris Hurley	Patton Twp.

Guests: COG Capital Committee (Dan Klees, Dick Mascolo, James Rosenberger, Cliff Warner, Jeff Luck)

Managers: Doug Erickson, Mark Kunkle, Adam Brumbaugh, Tom Kurtz

Staff: Todd Roth, Jeff Hall, Greg Roth, Diane Ishler, Ronald Woodhead, and Jim Steff, COG Executive Director

Others: Betsy Dupuis, Acting Authority Solicitor; Elizabeth Goreham, Borough Council President; Jim Pawelczyk, State College School Board member; and several other members of the public.

2. **Comments From The Public** -none

3. **Welch Pool Renewal: Shared Parking / Access and Shared Bathhouse Agreements**

Ms. Betsy Dupuis, Acting Authority Solicitor, reviewed the process to-date for the two Welch agreements. She noted that the Authority had the most recent copy of the Shared/Access Agreement with the changes marked. Ms. Dupuis met with a small group of the committee to review the draft that had been returned by the School District Solicitor. This group had a couple of concerns and asked that Ms. Dupuis contact the School District Solicitor and she did. The copy of the agreement given to the committee is the draft from the School District Solicitor. She related that she thought this issue was a matter of trust and encouraged the Authority to be open to change for the betterment of the community. She indicated that there are three items that need to be resolved: 1) No building or structures would be placed between the parking area and the pool, 2) what happens if construction of a new facility is on the site and the availability of parking for the pool in those circumstances; and the Authority's involvement in any reconfiguration of the parking within the 400' radius area described in the agreement. She related that the first should be easy to resolve by eliminating the word structures, but as the renter, the Authority should have some say in what happens around the facility. This is a normal request in a rental agreement used by commercial renters. She asked for a response from the School District Attorney but has not received a response.

Ms. Mascolo asked if she was asking us to go to the table again. Ms. Dupuis replied that she thought that we should come to the table again. Mr. Klees stated that when we started this

agreement, this would have been handled by the staff. He reviewed what has happened so far in the project and that if people are open to make changes, we need to make some decisions so we can move forward quickly and move forward in a positive way.

After a review of where we have been and where we are, Ms. Conway stated that the Authority needs to cooperate with the school district and do what we have to do to move forward. She related that there are always going to be people who disagree but too much money and time have been put into this project and we need to move forward. Traffic on Westerly Parkway is only bad during the school year and she is not willing to have the project stopped due to parking.

Mr. Hurley agreed with Ms. Conway that a great deal of time, effort, and money has been put into this project and so he would like to see the agreement to move forward. He thought that both groups had approved the ten principals of understanding and he doesn't understand what has changed.

Mr. Mascolo indicated that the committee thought they had an agreement until it went to the School Board, who did not agree. He thought at this point it may be necessary for the whole School Board, the whole Authority, and the whole Ad Hoc Committee to meet and agree.

Ms. Mascolo asked the other members of the Parks Capital committee present what comments they had for the current revised shared parking agreement.

Mr. Rosenberger said he thought we had come to an agreement but what the committee had agreed to wasn't what was stated in the agreement. It does not have cooperative language (example: as determined by the School Board, not as determined by the School Board and the Authority). Ms. Dupuis related that she thought Mr. Eters did what his clients wanted but the wording that was approved did not clearly state what included meant.

Mr. Luck indicated that he was not ready to spend a lot more time on hammering out an agreement. He is open to Ms. Dupuis' suggestion to give it one more try but is also ready to pull the plug on the project. He wants to see a definite end; define one more try. He thinks there should be a definite decision based on a certain result.

Mr. Harpster agreed with Mr. Luck. He would still be willing to have the project continue but a definite time frame should be established so if the issues are not resolved by that time frame, the plug would be pulled. Whatever that timetable is. Mr. Klees said that even if we pull the plug there is still options, one being waiting for a year. He doesn't think waiting for a year is a good option at this point

Ms. Goreham said that everyone has the desire to have this project continue and she is sure that the parking issues could be worked out. She suggested maybe a smaller group could meet and work this out.

Mr. Luck related that he understands that the school district does not know what it is going to do but we need to resolve the parking issue; it needs an end.

Ms. Mascolo asked as a point of order if the Authority was to vote on approving this agreement? Yes, the Authority is to take action.

Ms. Ricketts asked Mr. Woodhead and Mr. Todd Roth what they could live with in terms of the parking agreement. Mr. Woodhead related that he would like to partner with the school district as any other partner; but we cannot have the parking for two summers at Community Field. Mr. Klees related that we need parking relatively close to the pool.

Mr. Pawelczyk stated that he did not want the committee to question his or the School Board's commitment to the pool project as they both are very committed to the project. He thinks we have come a long way and shouldn't step away from that now. He stated that the only thing that happened at the school board meeting on Monday night was they accepted five minor revisions. He addressed the issue of contiguous parking and stated that was not in the original agreement nor in the ten principals of agreement. He went over the five minor revisions that were accepted. They made an addition that during construction parking could also be on the North side of the building. Mr. Rosenberger suggested a simple change that would help clarify things for him

would be to add “satisfactory to both School and Authority” on page 5. Mr. Pawelczyk agreed it was simple and personally thought it would be okay. Ms. Dupuis said that 400' radius is a good quantifiable area.

Ms. Jean Najjar. Greentree area, volunteered to work with the State College Borough to have the no parking signs removed on the streets that are close by so people would be able to find parking when the high school construction was in progress.

Mr. Klees suggested that it might be best to go with a larger radius for parking, but only in the interim.

Ms. Dupuis indicated that if you go with a 400' radius, the parking could be across the street.

Mr. Todd Roth asked for clarification that the 400' radius is during construction and after construction. The answer was yes.

Ms. Dupuis asked the Authority if they are ready to approve the agreement as the School Board or if they are ready to approve with the two suggested changes by the Authority. Those changes are on page 5 of the agreement:

1) change the sentence to read “Notwithstanding the foregoing, School may construct an elevated walkway or such other structure or structures, to include a building, so long as pool patrons have reasonable free and uninterrupted access, satisfactory to School and Authority.”

2) change the second sentence to read “Depending upon the requirements of the construction project, such parking may be, during the course of construction, on the north side of Westerly Parkway satisfactory to School and Authority.”

Mr. Hurley asked Mr. Pawelczyk and Mr. Woodhead if the agreement seemed reasonable with these two changes. Mr. Pawelczyk replied he could only speak for him and not the entire School Board, but they seemed reasonable to him. Mr. Woodhead replied that if that was what the Authority wanted it would be acceptable to the staff.

Ms. Mascolo wanted to see the changes in writing but a decision needed to be made. She was assured that the Authority would get to see the revised version before their next meeting (9 Apr 09) and the Authority could revoke the approval then if they wanted. Ms. Dupuis said that she would make the corrections and forward the revised version to Mr. Eters. She suggested maybe some of the members should be at the School Board meeting to be available to answer any questions. It was suggested that if the Authority approved the amended agreement today and they see the written version and are not satisfied, they could reverse their decision at their meeting.

Mr. Hurley moved to approve the revised shared parking agreement with the two amendments listed above. Ms. Ricketts seconded. All in favor.

- 4. Welch Pool Renewal: Master Site Plan & Construction Planning Updates** c/o Mr. Woodhead
- A. The three year grant window to complete the Welch Pool Master Site Plan expires in June 2009. An extension may be requested from PA DCNR if authorized by the Authority.
 - B. Documents detailing the \$375,000 state grant for the construction project have arrived.
 - C. The preliminary plans on display were presented to the State College Borough Design Review Board on March 25. The designs were favorably received and are now eligible for final consideration.
 - D. The tree-related aspects of the plans were approved by the State College Borough Shade Tree Commission on March 26.
 - E. It is expected that the Borough Planning Commission will consider the plans in late April / early-May
 - F. A proposal for architectural services is expected to be presented to the Authority for consideration at their meeting on April 9, 2009.

5. **Other Business - none**

6. **Adjournment.** This portion of the meeting was adjourned.

*These minutes were approved at the Board meeting on 14 May 09.
They will now be distributed to Municipal Managers, SCASD and posted on the CRPR website.*

**II. Meeting Summary of the
Regional Park Planning Committee**
(Published separately; not included in this document.)

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