



COLLEGE TOWNSHIP PLANNING COMMISSION
REGULAR MEETING AGENDA
Tuesday, January 20, 2026
7:00 PM
Hybrid Meeting (In-Person or via Zoom)

General Meeting Information

College Township offers both in-person and virtual meeting attendance for all public meetings. To attend in-person, meetings will be held at 1481 E. College Avenue, State College PA, 16801, 2nd floor meeting room. To attend virtually, please see the information below.

To Attend the LIVE Meeting Via Zoom on Computer or Smart Phone:

- [Click here to REGISTER for the meeting via Zoom](#). Once registered, you will receive a confirmation email containing information about joining the meeting.

To Attend the LIVE Meeting Via Phone:

- **Dial: 1 (646) 558-8656 ● Meeting ID: 837 5504 9921 ● Passcode: 502742**

*[Click Here](#) for detailed instructions on how to participate via zoom.

VIRTUAL PUBLIC COMMENTS: Please use the raised hand feature to participate. The moderator will recognize those with their hands raised (either by name or phone number).

WRITTEN PUBLIC COMMENTS: For specific Planning Commission agenda items and for items not on the agenda, written public comments may be submitted in advance by emailing smeyers@collegetownship.org by noon the day of the meeting.

College Township is committed to making meetings accessible to everyone. If you require accommodations or services to fully participate, please contact College Township at admin@collegetownship.org or 814-231-3021.

CALL TO ORDER:

ZOOM MEETING PROTOCOL:

OPEN DISCUSSION (items NOT on the agenda):

CONSENT AGENDA: CA-1 January 6, 2026 Meeting Minutes
(Approval)

PLANS: None

OLD BUSINESS: OB-1 PC 2025 Annual Report – Final Draft
(Approval)

NEW BUSINESS: NB-1 Conditional Use Request – Legacy Boxing & Combat Academy LLC
(Discussion)

REPORTS: R-1 Council Report

STAFF INFORMATIVES: SI-1 Council Approved Meeting Minutes
SI-2 Zoning Bulletins
SI-3 EZP Update

OTHER MATTERS:

ANNOUNCEMENTS: Next regular meeting will be **Tuesday, February 3, 2026** at 7:00pm
Joint Meeting Wednesday, January 28, 2026 – Light Dinner at 5:30/Meeting at 6:30

ADJOURNMENT:



**COLLEGE TOWNSHIP PLANNING COMMISSION
REGULAR MEETING MINUTES
January 6, 2026
1481 E. College Avenue State College PA 16801
Hybrid Meeting (In-Person or via Zoom)**

PRESENT:	Ed Darrah, Chair Suleman Din, Vice Chair Peggy Ekdahl, Secretary Suleman Din Matthew Fenton Ray Forziat Tad Rimmey
STAFF PRESENT:	Don Franson, P.E., P.L.S., Township Engineer Keri Kenep, Community and Economic Development Director Lindsay Schoch, AICP, Principal Planner Mark Gabrovsek, Zoning Officer Sharon Meyers, Senior Support Specialist – Engineering/Planning

CALL TO ORDER: Mr. Darrah called the meeting to order at 7:00 p.m.

ZOOM MEETING PROTOCOL: Mr. Darrah verified there were no members of the public present via Zoom.

REORGANIZATION: Mr. Darrah turned the meeting over to Mr. Don Franson for the election of 2026 College Township Planning Commission Chair.

Mr. Franson, Temporary Chair, called for nominations for the 2026 Chair of College Township Planning Commission (PC).

Mr. Forziat nominated Mr. Din as PC Chair for the year 2026.

Mr. Fenton seconded the nomination.

Mr. Din accepted the nomination.

Ms. Ekdahl nominated Mr. Darrah as PC Chair for the year 2026.

Mr. Rimmey seconded the nomination.

Mr. Darrah accepted the nomination.

Mr. Franson called for a vote to elect Mr. Din as Chair of College Township Planning Commission for 2026.

The motion failed with a vote of 2:2:2 with two members in favor, Mr. Forziat and Mr. Fenton against, and Mr. Darrah and Mr. Din abstained, due to being nominees.

Mr. Franson called for a vote to elect Mr. Darrah as Chair of College Township Planning Commission for 2026.

The motion failed with a vote of 2:2:2 with two members in favor, Mr. Rimmey and Ms. Ekdahl against, and Mr. Darrah and Mr. Din abstained, due to being nominees.

The Planning Commission discussed the rationale behind their votes, including the following points:

- Mr. Din's limited service on the Planning Commission
- Mr. Darrah's longer tenure
- The value of rotating leadership roles, similar to Township Council
- Mr. Din's potential to provide effective leadership as Chair



Mr. Din expressed appreciation for the nomination but stated that, due to his limited tenure and unfamiliarity with certain protocols and procedures, he declined to serve as Chair at this time. He noted his willingness to accept a nomination in a future year.

Mr. Din formally declined the nomination for Chair.

Mr. Franson again called for a vote to elect Mr. Darrah as Chair of the College Township Planning Commission for 2026.

The motion passed with a vote of 5:0:1, with Mr. Darrah abstaining due to being the nominee.

Mr. Franson turned the gavel over to Chair Darrah for the remainder of the meeting.

Mr. Darrah called for nominations for the 2026 Vice-Chair of College Township Planning Commission.

Mr. Rimmey nominated Mr. Din as Planning Commission Vice-Chair for the year 2026.

Mr. Din accepted the nomination.

Mr. Rimmey moved to close nominations and elect Mr. Din as Planning Commission Vice-Chair for the year 2026.

Mr. Forziat seconded the motion.

Motion carried unanimously.

Mr. Darrah called for nominations for the 2026 Secretary of College Township Planning Commission.

Mr. Fenton nominated Ms. Ekdahl as PC Secretary for the year 2026.

Ms. Ekdahl accepted the nomination.

Mr. Fenton moved to close nominations and elect Ms. Ekdahl to Planning Commission Secretary for the year 2026.

Mr. Forziat seconded the motion.

Motion carried unanimously.

Mr. Darrah called for nominations for College Township Planning Commission representative to Centre Region Planning Commission (CRPC) for the year 2026.

Mr. Fenton nominated Mr. Forziat as PC representative to CRPC for the year 2026.

Mr. Forziat accepted the nomination.

Mr. Fenton moved to close nominations and elect Mr. Forziat as CT Planning Commission representative to Centre Region Planning Commission for the year 2026.

Ms. Ekdahl seconded the motion.

Motion carried unanimously.

Mr. Darrah called for nominations for College Township Planning Commission alternate representative to Centre Region Planning Commission (CRPC) for the year 2026.

Mr. Din nominated Mr. Rimmey as PC alternate representative to CRPC for 2026.

Mr. Rimmey accepted the nomination.

Mr. Din moved to close nominations and elect Mr. Rimmey as College Township Planning Commission alternate representative to Centre Region Planning Commission for 2026.

Mr. Darrah seconded the motion.

Motion carried unanimously.



Mr. Darrah called for nominations for College Township Planning Commission liaison to College Township Council for the year 2026.

Mr. Forziat nominated Mr. Fenton as PC liaison to College Township Council for the year 2026.

Mr. Fenton accepted the nomination.

Mr. Forziat moved to close nominations and elect Mr. Fenton as CT Planning Commission liaison to College Township Council for the year 2026.

Motion carried unanimously.

Mr. Darrah called for nominations for College Township Planning Commission alternate liaison to College Township Council for the year 2026.

Mr. Forziat nominated Mr. Darrah as PC alternate liaison to College Township Council for the year 2026.

Mr. Darrah accepted the nomination.

Mr. Forziat moved to close nominations and elect Mr. Darrah as CT Planning Commission alternate liaison to College Township Council for the year 2026.

Ms. Ekdahl seconded the motion.

Motion carried unanimously.

OPEN DISCUSSION: None presented.

CONSENT AGENDA:

CA-1 December 16, 2025 PC Meeting Minutes

Mr. Forziat moved to approve the December 16, 2025 meeting minutes as written.

Mr. Din seconded. Motion carried unanimously.

PLANS: No Plans presented.

OLD BUSINESS: No Old Business presented.

NEW BUSINESS: No New Business presented.

REPORTS:

R-1 Council Report

Mr. Fenton provided a summary of the most recent Council meeting which included the approval of the P.A.M. State College Subdivision Plan, the determination that the Penn State Development of Regional Impact application has merit, and the setting of a public hearing for a rezoning request for the P.A.M. State College project. He reported that there was also a discussion on the Shiloh Road Corridor project which involves the Commonwealth, two municipalities and four developers.

STAFF INFORMATIVES: No Staff Informatives presented.

OTHER MATTERS:

Mr. Darrah inquired about progress on the sign ordinance. Ms. Schoch reported that staff has a new contact and that she and Mr. Gabrovsek plan to reach out soon.

Mr. Din asked about prospects for filling the Planning Commission vacancy. Staff confirmed there are no current candidates.

Mr. Darrah requested an overview of the upcoming joint meeting agenda. Ms. Schoch stated the primary topic will be the Hybrid/Form-Based Code. A packet will be distributed in advance to Council and the Planning Commission, including all recommendations made by the Planning Commission to date.



ANNOUNCEMENTS:

Mr. Darrah announced the next meeting will be held on Tuesday, January 20, 2026 at 7:00 p.m. Also noted, the joint Council and Planning Commission meeting on Wednesday, January 28, 2026 with a light dinner at 5:30 p.m. and the meeting to follow at 6:30 p.m.

Ms. Schoch highlighted a memorabilia frame prepared by Ms. Ekdahl in recognition of College Township's 150th Anniversary. Staff and Commissioners thanked Ms. Ekdahl for her thoughtful contribution.

Ms. Schoch also announced the recent promotion of Ms. Keri Kenepp to Community and Economic Development Director, overseeing the Zoning and Planning Departments. Ms. Kenepp stated that she looks forward to continuing to work with the Planning Commission and attending meetings regularly.

ADJOURNMENT:

Mr. Fenton moved to adjourn January 6, 2026 PC meeting.

Mr. Din seconded.

Motion carried unanimously.

Meeting adjourned at 7:28 p.m.

*** Draft ***

Sharon E. Meyers
Senior Support Specialist – Engineering/Planning

COLLEGE TOWNSHIP PLANNING COMMISSION



2025 ANNUAL REPORT

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I. PLANNING COMMISSION

INTRODUCTION

The College Township Planning Commission consists of seven appointed members and two alternates, all of whom are residents of College Township who volunteer their time and expertise. Members are appointed by the College Township Council to serve four-year terms and are charged with representing the interests of the Township as a whole. Planning Commissioners do not advocate for any individual, business, or organization within the municipality. Instead, they are committed to offering thoughtful input and guidance that supports the overall well being and future growth of College Township. Commissioners also recuse themselves from discussions or decisions where a conflict of interest may exist or be perceived.

The Planning Commission typically meets on the first and third Tuesdays of each month at 7:00pm in the Council Meeting Room at the College Township Municipal Building. Meetings are currently held in a hybrid format, allowing members of the Commission and the public to participate either in person or virtually via Zoom.

PURPOSE/OBJECTIVES

The Planning Commission's purpose is to protect and promote the health, safety, and general welfare of the community through coordinated development, managed growth, and thoughtful guidance on the use of land and structures. Members support the conservation of natural resources and energy through sound planning practices, helping the municipality address existing challenges and anticipate future needs.

The Commission fulfills this mission by reviewing subdivision and land development plans, as well as recommending updates and amendments to zoning and land development regulations.

As an advisory group to the College Township Council, the Planning Commission is composed of volunteers who serve as citizen planners. In this role, Commissioners help develop plans and implement policies that guide how College Township grows, develops, and evolves, ensuring that changes in land use and development align with the long-term vision and goals of the community.

DUTIES

The Planning Commission plays a crucial role in shaping the future of College Township. Planning for the community's growth and development is both complex and time intensive, requiring thoughtful analysis and long-term vision. The Commission provides leadership and guidance by reviewing and evaluating land use and development issues from both short-term and long-range perspectives.

Under the authority of the Pennsylvania Municipalities Planning Code (MPC), the College Township Planning Commission is empowered to:

1. Prepare the comprehensive plan for the development of the municipality and present it for consideration of the governing body as set forth in Section 209.1(a)(1) of the MPC.
2. Advise the College Township Council on the adoption or amendment of an Official Map.

3. Prepare and present to the Council a zoning ordinance and make recommendations on proposed amendments to the ordinance.
4. Prepare, recommend, and administer regulations for subdivision, land development, and planned residential development.
5. Prepare and present building and housing codes and recommend amendments as needed.
6. Promote and encourage public interest in and understanding of the comprehensive plan and the planning process.
7. Regularly evaluate the zoning ordinance, subdivision and land development ordinance, official map, provision for planned residential development, and other ordinances and regulations that govern land use and development.
8. Prepare and submit an annual report and maintain a record of Planning Commission activities, as required by Section 207 of the Pennsylvania Municipalities Planning Code. The annual report is due to the governing body by March 1st each year.

COLLEGE TOWNSHIP PLANNING COMMISSION WORK PROGRAM

Key: IP = In Progress; C = Complete; OG = On Going
R = Required; O = Optional

	Routine Activities	Progress	Priority	When to Transpire				Comments
				1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	
1	Subdivision/Land Development Plan Reviews	OG	R	routine items to take place on an as needed basis				
2	Items Remanded by Council	OG	R					
3	Attendance & Interaction with CRPC	OG	R	X	X	X	X	Representative and Alternate appointed at reorganizational meeting
4	PC Meeting Reports to Council	OG	R	X	X	X	X	To take place after each PC meeting; Liaison and Alternate appointed at reorganizational meeting
5	Joint Meeting with Council	C	O					April 30, 2025
6	Annual Report to Council	C	R	X				Prior year report presented annually by March

MEMBERS

Ed Darrah, *Chair*

Term Ends: December 2027

Ed has a BS in Education and Master's Degree in Business from Bloomsburg University. He worked in the Banking and Financial Industry for forty-three years. Ed was a commercial lender and team leader for seventeen years, then worked as a Commercial Credit Officer both in Commercial Real Estate (Mid Atlantic & Midwest Regions) and in Corporate Finance for the last twenty years. Ed has lived in State College since 1984 and was a member of the allocation committee for the United Way as well as a member of the Chamber of Commerce. He has been a member of the College Township Planning Commission since 2019, using his experience in lending and providing credit to real estate developers.

Matthew (Matt) Fenton, *Vice-Chair*

Term Ends: December 2027

Born in Philipsburg, PA and a Philipsburg Osceola graduate. Matt is a 1981 graduate of the Philadelphia College of Pharmacy and Science, and was a pharmacist at CVS/pharmacy in the Nittany Mall for 25 years until his retirement. He is an active volunteer in the State College Little League for the last 30 years as a parent, coach, vice-president and a 20-year umpire. A youth basketball coach and proud supporter of State College School District athletics. Go State! Matt is also a member of The Centre County Office of Aging Advisory Board Council.

Peggy Ekdahl, *Secretary*

Term Ends: December 2025

Peggy was raised in College Township and grew up with local government in the family. Her dad was one of the three original College Township Supervisors with Elwood Williams and Roy Clouser. She graduated from State College Area High School and worked for The Pennsylvania State University and Raytheon (formerly HRB) until retirement. She was a Configuration Management Specialist which enabled her to learn the engineering components of large computer systems and to assist with world-wide site installations. She has a son who resides in Colorado and a daughter who lives locally. She has long been a fan of local sports (especially Penn State wrestling) and enjoys planting and gardening. Her environmental concern has always been, and will continue to be, our water resource and its needs for continued longevity.

Suleman Din

Term Ends: December 2025

Suleman is Advisor Engine's Advisor Intelligence Lead. He is editor-in-chief of Action!, a magazine with actionable content for wealth management leaders. Previously, Suleman oversaw technology coverage for American Bank and Financial Planning. At Financial Planning, he launched Reinvent Wealth, the first newsletter dedicated to covering the evolution of digital wealth management. Suleman moved to College Township, where he lives with his wife and three children.

Ray Forziat

Term Ends: December 2026

Ray graduated from the Pennsylvania State University with a B.S. in Industrial Engineering. His professional career included forty-two years in Facility and District management positions in Business & Operations Management. During his employment, Ray was employed by two Fortune 500 Companies. He has since retired and now independently assists and consults for businesses in Business Operations, Revenue Generation, as well as Employee and Staff Development. In addition to his involvement with College Township Planning Commission (since January 2006), Ray is also involved in College Township Industrial Development Authority (since March 2015), Centre Region Planning Commission, and Centre County Office of Aging Advocacy Council.

Robert (Bob) Hoffman

Resigned: March 4, 2025

Bob and his wife Ann were both raised in College Township and graduated from SCAHS. They have four wonderful children and nine grandchildren. Robert has a bachelor's of architecture degree from Penn State and a master's degree in architecture/planning from the University of Minnesota. In April, he retired after owning his own architectural practice in Boalsburg for 50 years. Bob and Ann presently live in the house his father built in 1947 at Klinger Heights overlooking State College Borough and Penn State campus.

Tad Rimmey

Term Ends: December 2028

Tad has a Bachelor's of Science in Information Science and Technology from The Pennsylvania State University. He is a lifelong member of the College Township community. Tad currently works at Penn State as a Programmer/Analyst.

Ash Toumayants

Term Ends: December 2025

Ash graduated from Penn State in 2004 with a Bachelor's Degree in Industrial Engineering and currently lives in State College with his lovely wife, Noelle, and their five adorable children. Over the past decade, he has helped hard working people across Central Pennsylvania prepare for retirement as founder and president of a financial planning company.

II. BACKGROUND

DEMOGRAPHICS

Founded in 1875, College Township is a composite of zoned areas that allows for a mixture of agricultural, commercial, industrial, residential, residential-office, and university, which is blended into an area of approximately eighteen and one half square miles. According to the 2018-2022 American Community Survey 5-Year Estimates, College Township population was 10,916. This was a 1.25% increase from the 2020 US Census. The median age of residents of College Township is 40.4 years, which is 14.6 years greater than the median age of Centre Region.

Age Range:	<18	18-24	25-34	35-59	60+
% of Population:	16.03%	16.44%	10.81%	29.27%	27.45%

NATIONAL HISTORICAL SIGNIFICANCE

Properties seeking inclusion in the National Register of Historic Places (NRHP) must first complete a Historic Resource Survey Form, which is evaluated by the Pennsylvania Bureau for Historic Preservation. If the property is determined to be eligible, the owner may proceed with a formal nomination for listing. Completed nomination forms are reviewed by the State Review Board, which then forwards approved nominations to the National Park Service for final consideration. Upon approval, the property is officially listed in the National Register of Historic Places.

NATIONAL REGISTER LISTED PROPERTIES

PROPERTY NAME	ADDRESS
General John Thompson House	East Branch Road
Tudek Site (36CE0238)	Restricted Archaeological Site
Felix Dale Stone House	State Route 871
Centre Furnace Mansion House	East College Avenue
Houserville Site (36CE0065)	Restricted Archaeological Site



NATIONAL REGISTER HISTORIC DISTRICTS

PROPERTY NAME	ADDRESS
Lemont Historic District	Off PA 26
Oak Hall Historic District	State Route 871



NATIONAL REGISTER ELIGIBLE PROPERTIES

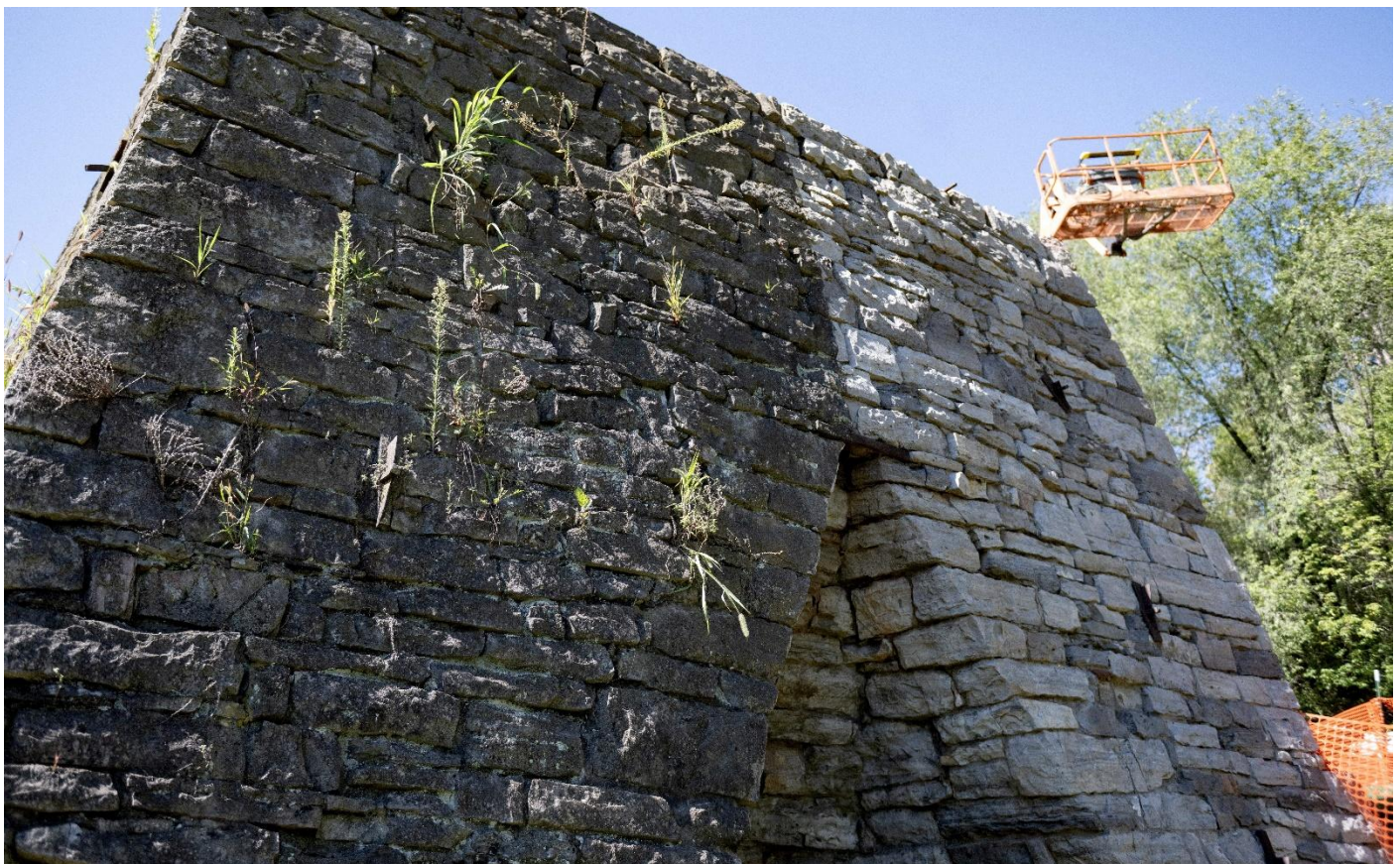
PROPERTY NAME	ADDRESS
Shiloh Church	Shiloh Road & Benner Pike
P. Hoy Farmstead	490 Shiloh Road
Gordon Farmstead	1301 Trout Road
Old Houserville Historic District	Houserville
J. Marvin Lee Tenant House	1657 Old Houserville Road
Starlight Drive-In Theatre	1100 Benner Pike



Since 1946, the Pennsylvania Historical and Museum Commission has administered a program of historical markers to capture the memory of and honor the people, places, and events that have influenced Pennsylvania’s history since its founding by William Penn. The following are markers found in College Township.

PENNSYLVANIA HISTORICAL & MUSEUM COMMISSION HISTORICAL MARKERS

MARKER	ADDRESS
John I. Thompson Grain Elevator and Coal Sheds	137 Mt. Nittany Road, Lemont
Centre Furnace	Porter Road, 150 ft. North of PA 26
Centre Furnace Plaque	Inside Museum at Centre Furnace Mansion, 1001 East College Avenue, State College
Philip Benner	East College Avenue at Shiloh Road



The Centre Furnace Stack has endured for six decades since its last restoration in 1963. Thanks to the dolomitic limestone, a harder and less absorbent type of limestone, the 2025 restoration project consisted of mild cleaning, spot repointing of cracked masonry joints, and an elastomeric coating to seal the stack from future water damage.

III. PLANS

INVENTORY

Below is a list of plans which were presented to the College Township Planning Commission throughout 2025.

Date	Plan Name	PC Review/ Action	CTC Review/ Action	Waiver/Deferral Requests	Current Status
1/7	PSU-Animal Diagnostic Lab	Recommended Approval	Approved	None	RECORDED 8/13/2025
3/4	7 Brew Coffee	Recommended Approval	Approved	None	RECORDED 7/29/2025
4/1	<i>Halfmoon Towing Sketch Plan</i>				
4/15	Wal-Mart	Recommended Approval	Approved	None	RECORDED 8/29/2025
6/17	Dreibelbis Street Medical Office	Recommended Approval	Approved	None	Preliminary Plan (does not get recorded)
7/15	<i>Greystar Sketch Plan</i>				
7/15	Halfmoon Towing	Recommended Approval	Approved	None	RECORDED 11/12/2025
8/5	St. Ives Canterbury Crossing	Final Plan Informative Only	Approved	None	Not Yet Recorded
9/2	<i>PSU Bike Connection Relocation Sketch Plan</i>				
9/16	Centre Care Subdivision	Recommended Approval	Approved	Sidewalk development; direct street access; sanitary sewer service; water service; street trees	RECORDED 11/26/2025
10/21	Sam's Club Traffic Flow	Recommended Approval	Approved	None	RECORDED 12/26/2025
11/18	Greystar Hastings and University	State College Borough – Informative Only	Approved	None	Not Yet Recorded
12/2	P.A.M. State College Subdivision	Recommended Approval		Sidewalk development until LDP approval	

PROCESS

The plan approval process serves as a valuable tool for evaluating and mitigating the potential impacts of development projects. Through this process, College Township is able to guide the design, layout, and overall character of new developments, while working collaboratively with applicants to balance project goals with community needs. Key focus areas of site plan review include stormwater management, traffic flow, parking, roadway design, signage, utility infrastructure, landscaping and screening, lighting, density, and other project specific elements. The ultimate goal is to achieve the most suitable and sustainable site design.

College Township employs a tiered review process, which provides varying levels of scrutiny based on the scale and potential impact of a project. Projects are assessed against clearly defined criteria, and those meeting specific thresholds may qualify for an expedited review. This approach ensures predictability and efficiency in the review process, while enabling staff to allocate more time and resources to projects with significant community impact or those that may not align with established planning goals.

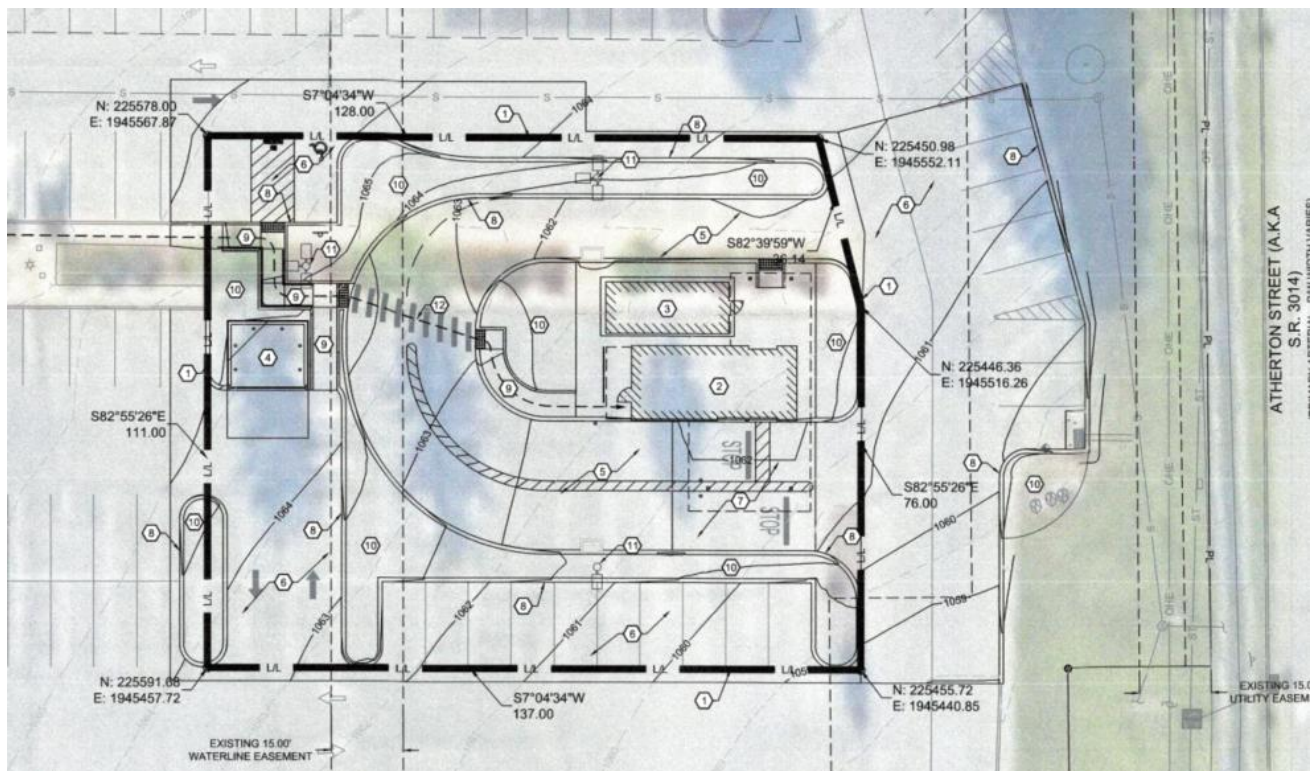
Delegation of minor approvals to Township staff further streamlines the review process. Staff are empowered to make determinations based on predefined criteria and thresholds set by the College Township Council. This delegation allows the Planning Commission and Council to focus on major or complex development proposals.

Uniform timelines and notifications create an efficient review process without compromising the interests of the community. Applicants are provided a “road map” for the order of approvals, expected timeframes, and points of coordination, ensuring a consistent and transparent path forward. All subdivision, land development, and minor plan documents are readily available to potential applicants on the College Township website and at the municipal offices. Reference documents for ordinances, regulations, rules and process procedures are also available.

February 18, 2025 – The Planning Commission reviewed commercial streetscapes and were presented with a few neighborhood streetscapes. The Commissioners requested more options for neighborhood streetscapes, which could include options with no parking on either side of the street, options to include a shared use path on one side with a sidewalk on the other, and an option for a one-way neighborhood street.



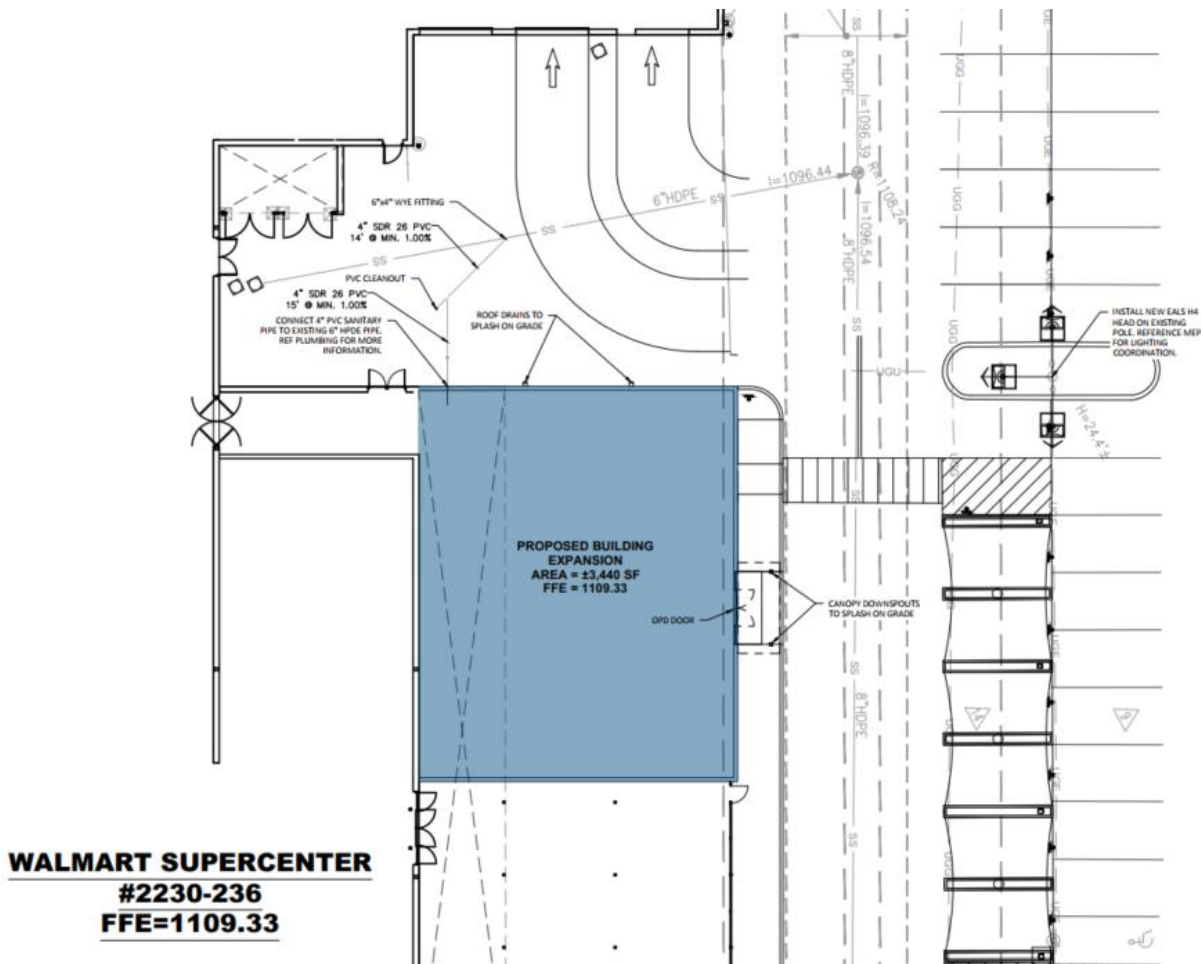
March 4, 2025 – The Planning Commission was presented with a land development plan for 7 Brew Drive Thru Coffee, which they moved to recommend Council approve. The Commissioners were also presented with a few more streetscape options for both neighborhood and commercial streets.



March 18, 2025 – The Planning Commission reviewed all neighborhood and commercial streetscapes developed thus far. There was a resignation letter provided from a long-time member of the Planning Commission. The Commissioner’s recognized him for his time and service to the Township.

April 1, 2025 – A sketch plan was presented to the Planning Commission, proposing a four bay cold storage garage for company trucks at the Halfmoon Towing Property. The Planning Commission also discussed the Hybrid/Form Based Code including definitions and zoning districts.

April 15, 2025 – The Planning Commission was presented with, and recommended approval of a plan for a building expansion and change to parking layout at the Wal-Mart on Benner Pike. They also reviewed and recommended approval of a rezoning request in the Innovation Park area of the University Planned District to be rezoned to Planned Research and Business Park District. The Hybrid Form Based Code was also discussed, specifically building heights, lot sizes, and topics for discussion during a joint meeting with Council.

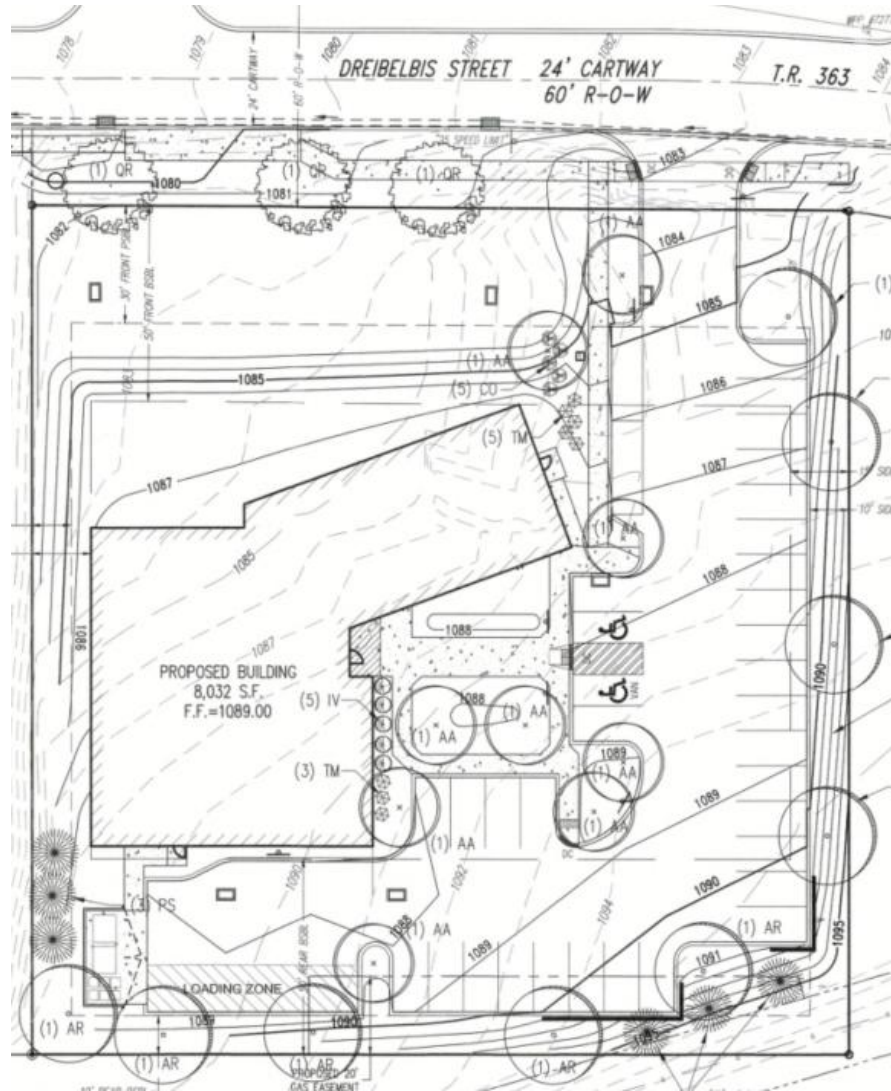


May 6, 2025 – The Planning Commission reviewed the joint meeting with Council and continued discussions on the Hybrid Form Based Code. They determined that a sixteen-foot wide lot is too small for development and differs from the overall vision of the Dale Summit Area. The Planning Commission ultimately recommended a minimum lot width of twenty feet.

May 20, 2025 – The lot width discussion continued, with a consensus of minimum and maximum lot widths for each district in the Dale Summit Area.

June 3, 2025 – The Planning Commission began discussing setbacks. They were able to determine minimum and maximum front yard setbacks for two of the four district types being proposed.

June 17, 2025 – A plan for Dreibelbis Street Medical Office was reviewed and recommended for Council to approve. The Planning Commission also determined front setbacks and began a discussion on maximum stories for each district in the Dale Summit Area.

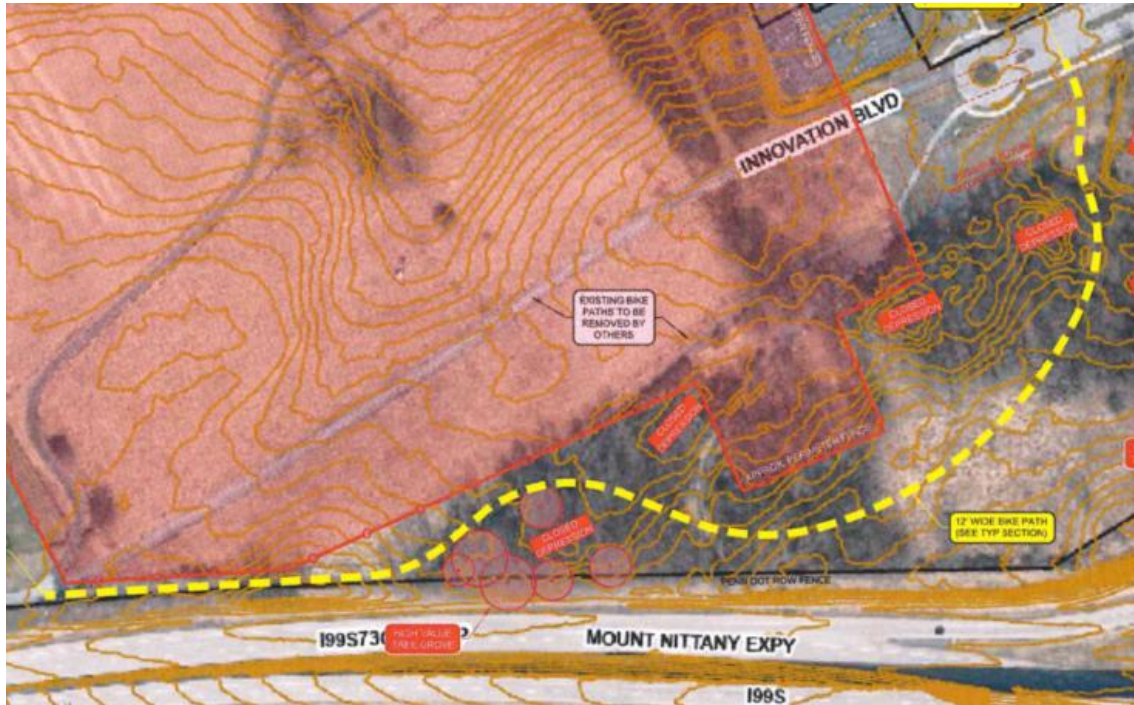


July 15, 2025 – The Planning Commission was presented with an update of the Comprehensive Plan from the Centre Regional Planning Agency. They also reviewed two plans. The first was a sketch plan for a student housing project near Hastings Road and University Drive. The second plan was a land development plan for the Halfmoon Towing property that the Planning Commission saw a sketch plan for in April which they recommended Council to approve. The Planning Commission also discussed sections of the Hybrid Form Based Code, including a review of height and an introduction to lot coverage.

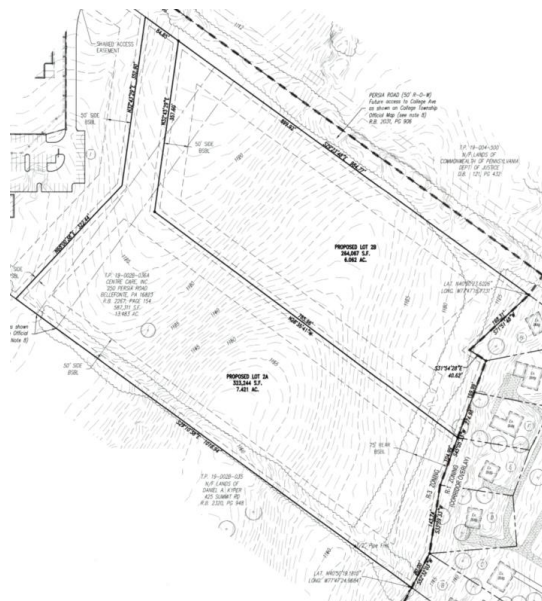
August 5, 2025 – The Planning Commission was presented a final plan for the St. Ives Canterbury Crossing Residential Development. The plan was presented for informational purposes only and not recommendation was made to Council. The Planning Commission also discussed height & façade and lot coverage, and was introduced to stormwater and parking recommendations for the Hybrid Forma Based Code.

August 19, 2025 – The Commissioners reviewed a remand from Council regarding Chapter 170-Signs. They also reviewed parking standards and options for the Dale Summit Area Hybrid Form Based Code.

September 2, 2025 – The Planning Commission reviewed a sketch plan proposing a Bicycle Connection on Penn State campus to be relocated. There was also a review of parking in the Dale Summit Area and an introduction to open space types.

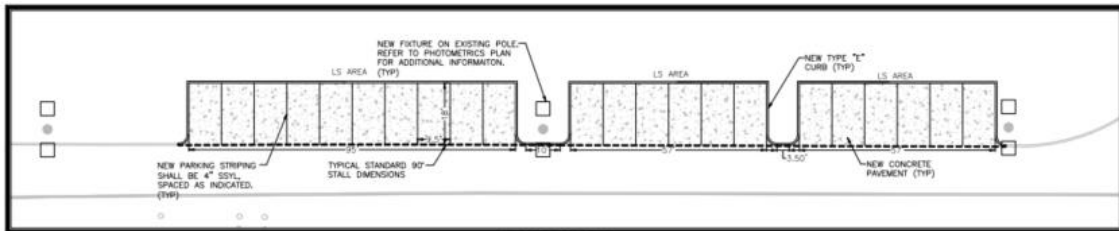


September 16, 2025 – The Planning Commission was presented with a Subdivision Plan for Centre Care and recommended Council approve the plan. Additionally, they reviewed a Development of Regional Impact report for PAM Health and made a motion to table the discussion until more information and further clarification was provided. The Commissioners also continued their review of open space types for the Hybrid Form Based Code.

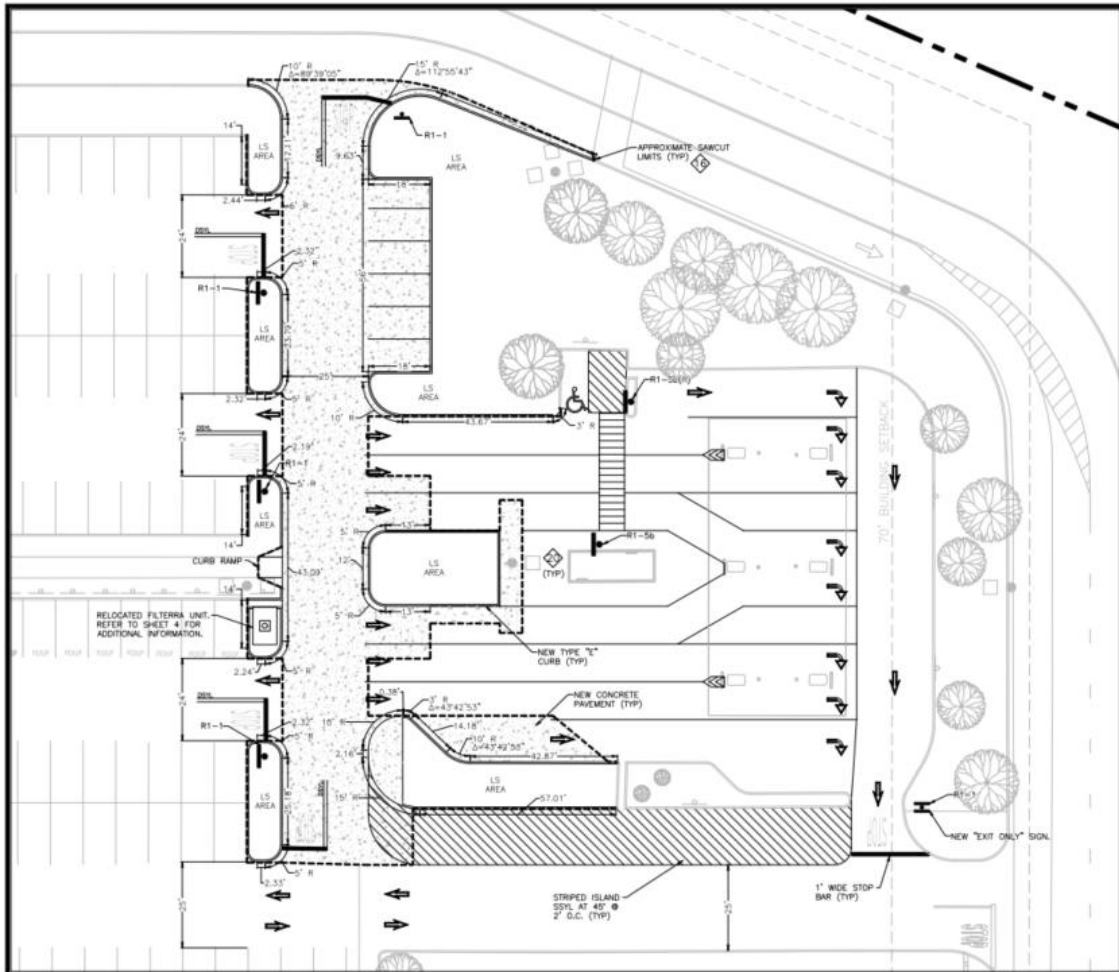


October 7, 2025 – The Planning Commission considered three items of Old Business, the Sign Ordinance, the Development of Regional Impact (DRI) report for PAM Health, and the open space types within the Dale Summit Area. Following discussion of each topic, the Commission either reached a consensus or made a motion with recommendations for Council.

October 21, 2025 – There was a plan presented to the Planning Commission regarding the traffic flow around the fueling station at Sam’s Club, which they recommended Council approve. The Commissioners also reviewed proposed ordinance changes to the Subdivision and Land Development, Zoning, Conditional Uses, and Fees and Penalties Ordinances.



WEST SITE PLAN



EAST SITE PLAN

November 5, 2025 – Regular meeting canceled.

November 18, 2025 – There was a sketch plan presented to the Planning Commission for the Animal Diagnostic Laboratory at Penn State, as well as, a final land development plan for a student housing project near Hastings Road and University Drive. The Commissioners reviewed a DRI for the future Applied Research Lab project at Innovation Park and discussed the 2025 Draft Annual Report. They also continued review of the Dale Summit Area Hybrid/Form Based Code.

December 2, 2025 – The Planning Commission reviewed and recommended Council approve the P.A.M. State College Subdivision plan with a request to defer pedestrian facilities until a Land Development Plan for the project is approved. They also discussed an upcoming joint meeting with CT Council to review their work to this point on the Hybrid/Form-Based Code.



December 16, 2025 – The Planning Commission reviewed a remand from Council regarding a rezoning request from Penn State at Innovation Park West. They recommended approval of the request, contingent upon the submission of a subdivision plan within six months of rezoning approval. The Planning Commission was asked to update their member directory page as well.



COLLEGE TOWNSHIP

MEMORANDUM

To: College Township Planning Commission
From: Lindsay K. Schoch, AICP | Principal Planner
Re: Conditional Use – Legacy Boxing & Combat Academy, LLC
Date: January 16, 2026 (for presentation at the January 20, 2026, PC Meeting)

Introduction

On January 14, the Township accepted an application for a Conditional Use Permit: **Applicant:** Legacy Boxing and Combat Academy, LLC; located at 2820 East College Avenue, Dale Summit/College Township. **Zoning District:** General Industrial Zoning District (I-1) – located in the former Channel Communications Building.

In early 2025, the Township passed an ordinance that allows “Indoor Recreation Facilities” in the I-1 District so long as they are permitted by *Conditional Use*.

Indoor Recreation Facility - A building or space designed to accommodate various recreational, fitness or leisure activities within an enclosed environment. Included facilities include amenities such as gymnasiums, swimming pools, basketball courts, fitness centers, climbing walls, indoor tracks, pickle ball, racquetball, or tennis courts, and multi-purpose rooms.

Conditional Use

“A Conditional Use is a use that is appropriate in terms of the public health, safety, and welfare, for the zoning district in which it is permitted, but is subject to specific standards and more detailed formal review. The Pennsylvania Municipalities Planning Code (MPC) gives exclusive power to the Governing Body to render a final adjudication on an application for conditional use.” – Planning Series #7 (Commonwealth of Pennsylvania PA Department of Community and Economic Development).

The Zoning Hearing & Tolling Agreement

The use (gym) existed at this location prior to April 2024, which was found to be *in violation* of the zoning ordinance. A Zoning Enforcement Letter was prepared and sent to the operator to seek compliance. In response to the Zoning Enforcement Letter, the applicant filed an application for a Zoning Hearing with the College Township Zoning Hearing Board (ZHB).

Since the Township is undergoing a zoning update in the Dale Summit Area which will ultimately allow this type of use, the applicant came to an agreement resulting from the Zoning Hearing. The parties negotiated a Tolling Agreement (attached), which the ZHB voted unanimously to approve in June 2024.

Ordinance O-25-01

The Township passed an ordinance which includes “Indoor Recreation Facilities”, such as gyms, to be permitted by Conditional Use in the I-1 Zoning District. Ordinance O-25-01 permits the use with consideration of the following conditions:

Indoor recreation facilities shall be permitted in the General Industrial Zoning District by Conditional Use. The Conditional Use Permit shall establish the following:

A. Evidence of consistency with the Dale Summit Redevelopment Plan.

B. A plan for traffic ingress and egress.

C. A plan for scheduling, with mitigation strategies to ensure the smooth flow of vehicles and pedestrians during peak hours.

D. A strategy for the improvement to existing or lacking infrastructure.

E. A plan for signage, lighting, and pedestrians, with mitigation efforts if problems should arise.

F. Coordinate efforts to improve infrastructure with College Township.

G. In granting a conditional use for indoor recreation facilities in the General Industrial Zoning District, the Council may attach such reasonable conditions and safeguards in addition to those specifically expressed in this chapter as may be necessary to insure the general health, safety, and welfare of College Township, its residents and visitors.

The Planning Commission’s Task

In response to the materials and information provided in the Conditional Use Permit application, discuss the use and the criteria listed above.

Does the Planning Commission feel the criteria are met with the current application materials? If further information is required, staff will notify the applicant and request further information.

If the applicant has met the criteria based upon the submitted application and the Planning Commission is satisfied, they make a recommendation to Council.

Article VI of the Pennsylvania Municipalities Planning Code provides the enabling authority to procedural requirements pertaining to Zoning. Provisions for Conditional Uses to be allowed or denied by the governing body (Township Council) pursuant to public notice, public hearing, **recommendations from the planning commission**, and any standards and criteria set forth in the zoning ordinance. Township Council has the ability to attach other reasonable conditions and safeguards, (other than those related to off-site traffic improvements), in addition to the already established conditions as recommended by the Planning Commission.

Staff Recommendation: Staff recommend the Planning Commission review and discuss the proposed Conditional Use. If the Planning Commission feels any additional “reasonable” conditions be added to the conditions set forth in Ordinance O-25-01, those conditions will be noted within the recommendation from the Planning Commission to Council.

Attachments:

Channel Communications, LLC Conditional Use Application
First Amended Tolling Agreement

LAW OFFICES OF
MILLER KISTLER & CAMPBELL

NB-1.a.
COPY

RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
DAVID S. GAINES, JR.
MICHAEL S. LEVANDOSKI
JOHN W. LHOTA

720 SOUTH ATHERTON STREET, STE 201
STATE COLLEGE, PENNSYLVANIA 16801
(814) 234-1500
FAX (814) 234-1549

JOHN R. MILLER, JR.
(1919-2007)

OF COUNSEL:
ROBERT H. BASCOM, JR.
DAVID D. ENGLE

January 6, 2026

ROBERT K. KISTLER
(1925-2012)

College Township Council
c/o Adam Brumbaugh, Manager
1481 E. College Avenue
State College, PA 16801

Re: My Client: Channel Communications, LLC
Property: 2820 E. College Avenue, State College, PA 16801

Dear Mr. Brumbaugh:

In follow-up to the First Amended Tolling Agreement executed regarding the above property, the within correspondence comprises a formal request for a Conditional Use Hearing regarding the Legacy Boxing gymnasium use being made at the property. This request is made under the authority of College Township Ordinance No. O-25-01, which amended Chapter 87 (Conditional Uses) and Chapter 200 (Zoning) to add indoor recreation facilities as a conditional use in the General Industrial District. Mr. Gabrovsek has previously described the Legacy Boxing use as a boxing gym use. Moreover, the definition for Indoor Recreational Facility in Section 200-7 references a "building or space designed to accommodate various recreational, fitness or leisure activities within an enclosed environment. Included facilities include amenities such as gymnasiums. . ." I note that Ordinance O-25-01 at its fourth recital states that allowing indoor recreation uses in the General Industrial Zoning District implements the Dale Summit Area Plan by including a mix of uses in the Dale Summit Area. I further note that the Legacy Boxing use at the property is existing and there have been no issues with traffic ingress and egress since Legacy Boxing has been a tenant at the property.

I have attached photographs showing the outside of the building and building signage. I have also enclosed photographs of the Legacy Gym interior space as well as a floor plan diagram of the building. The lease for Legacy Boxing & Combat Academy, LLC is also enclosed. Representatives of the property owner and tenant plan to attend the conditional use hearing to answer any questions from the College Township Council concerning traffic, lighting, signage, etc. at the hearing.

The Applicant's position is that a conditional use permit should be granted by Council as the boxing gym use referenced in this request will not create any nuisances that will substantially injure or detract from the lawful existing or permitted uses of neighboring properties. In addition, it will not adversely affect the logical, efficient and economical extension of public services and facilities throughout College Township. Finally, the Applicant remains willing to satisfy any reasonable conditions that College Township Council may impose as permitted by Ordinance No. O-01-25 to ensure the general health, safety and welfare of College Township, its residents and visitors.

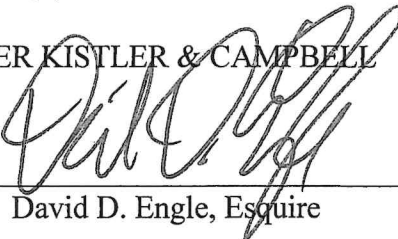
January 6, 2006
Page 2

I have enclosed a check made payable to College Township for the application fee in the amount of \$300.00. If you need any additional information, please do not hesitate to contact me.

Very truly yours,

MILLER KISTLER & CAMPBELL

By: _____

A handwritten signature in black ink, appearing to read "David D. Engle", is written over a horizontal line. The signature is stylized and cursive.

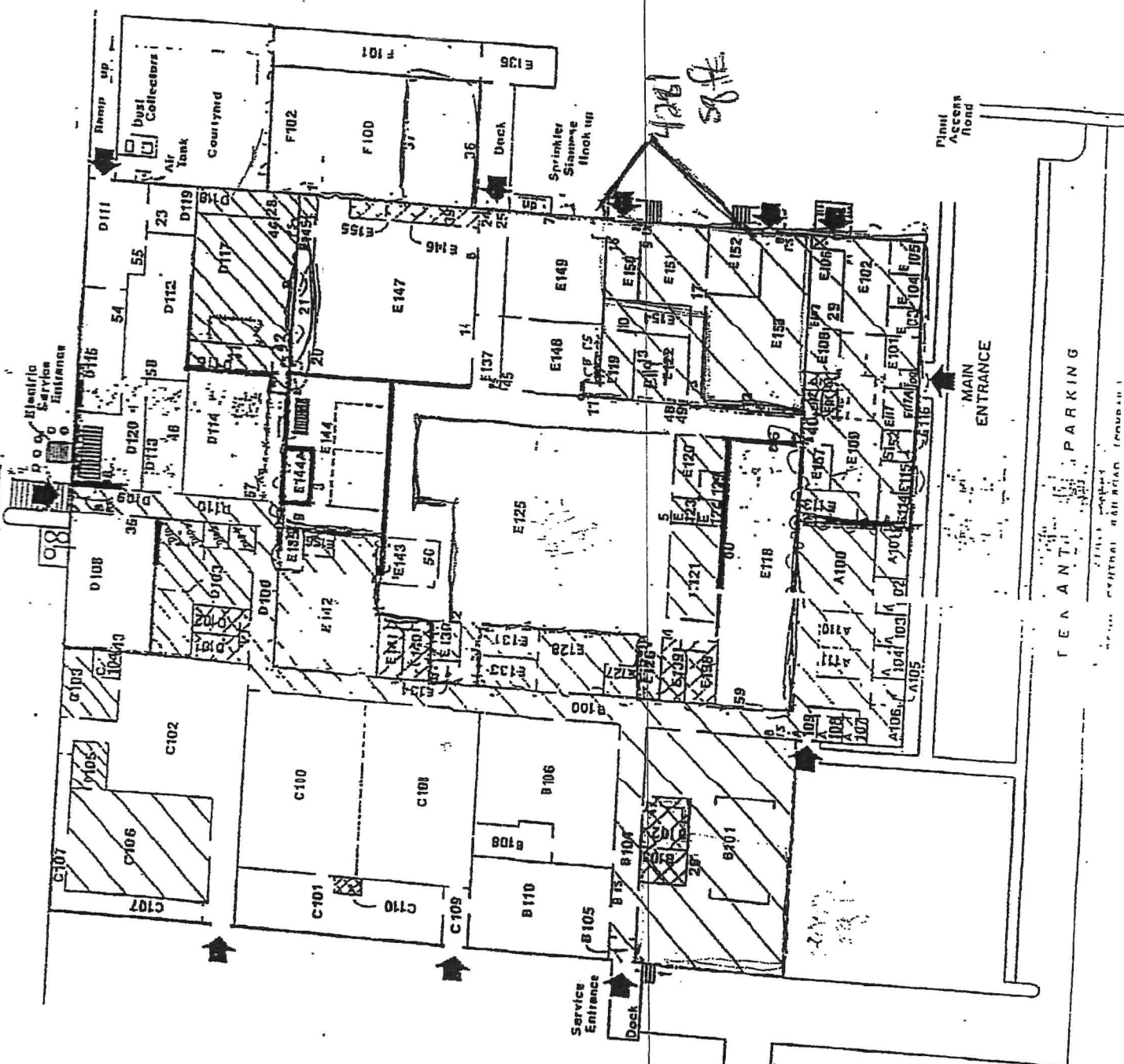
David D. Engle, Esquire

DDE/trh

Enclosures: (9 copies of Request Letter & Supporting Documents

cc: Penny Hain (Request Letter Only)

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TEA ANT...

... CENTRAL HALLWAY (continued)





INDUSTRY & TECHNOLOGY CENTER

TRS TECHNOLOGIES, INC.

WHVL-TV, LLC

BROADBAND NETWORKS, INC

SUNDIRECTED, INC

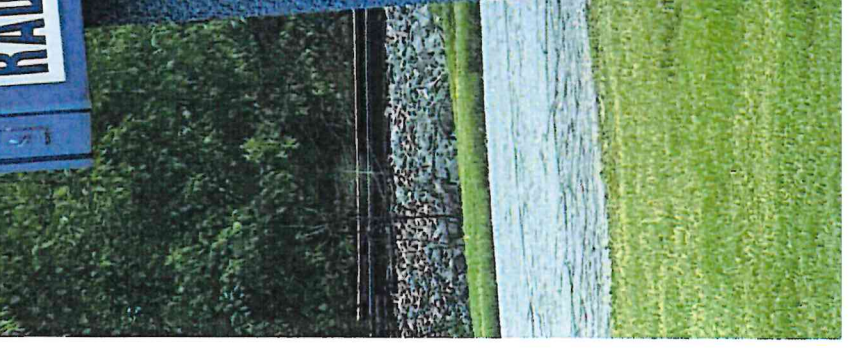
LEGACY BOXING COMBAT SPORTS ACADEMY

SCORE

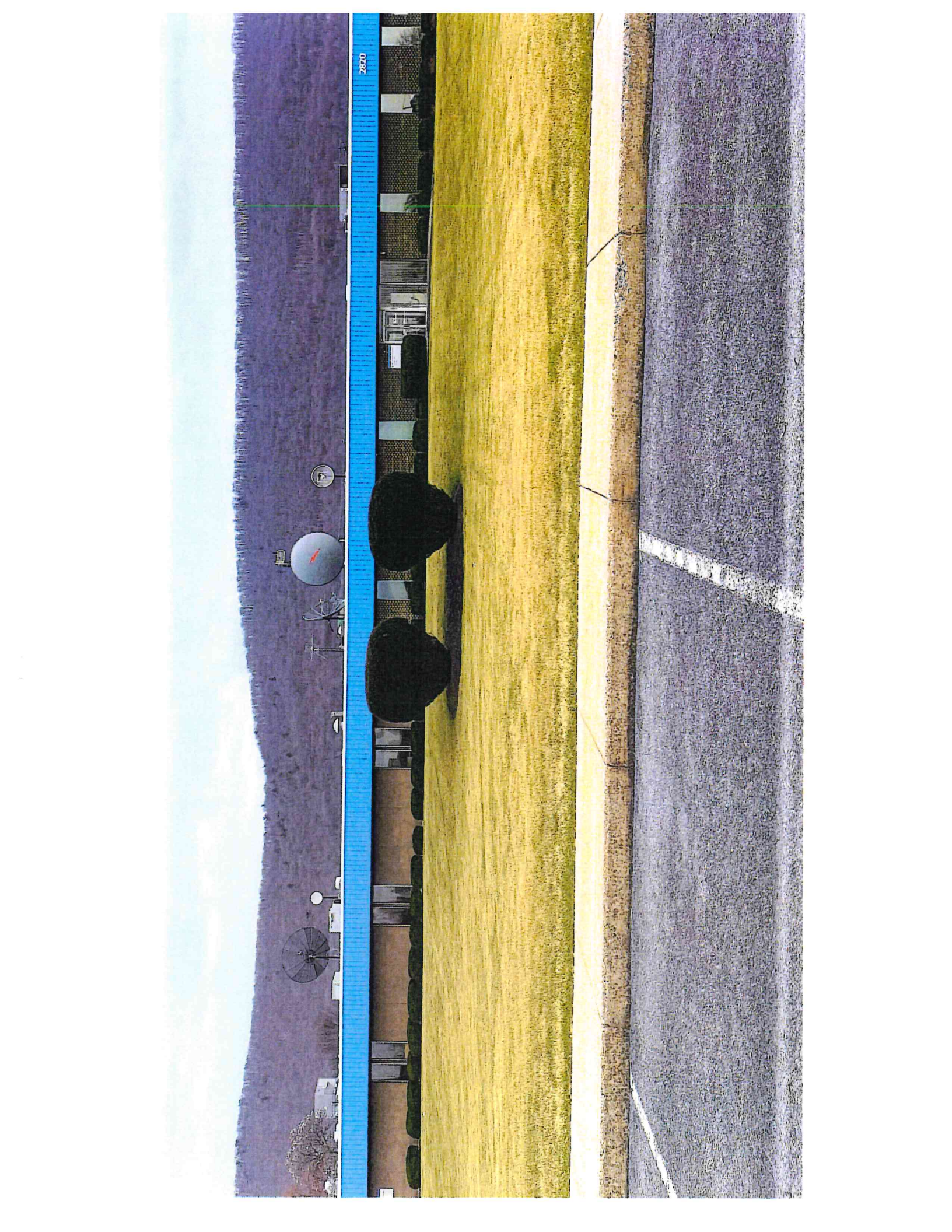
CC4H

RADIANT LIFE MINISTRIES

2820





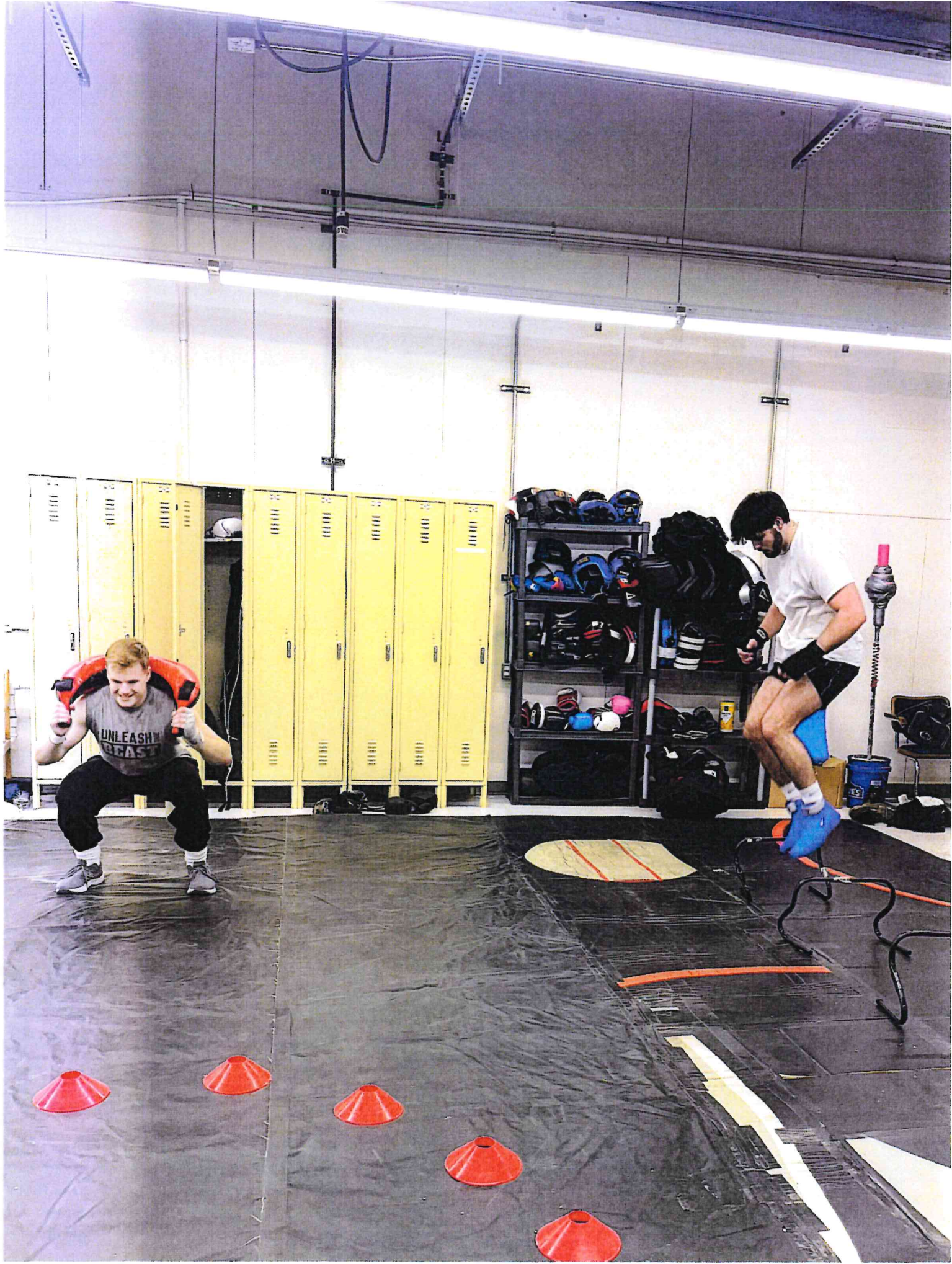


2820











COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 8th day of January, 2024

BETWEEN:

**CHANNEL COMMUNICATIONS of 2820 E COLLEGE AVE STE A, STATE COLLEGE
PA 16801**

**Telephone: (814) 238-9485
(the "Landlord")**

OF THE FIRST PART

- AND -

**LEGACY BOXING & COMBAT ACADEMY, LLC, of 2820 E. College Ave., Suite F, State
College, PA 16801, USA**

**Telephone: (814) 441-4532
(the "Tenant")**

OF THE

SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from

time to time altered, expanded or reduced by the Landlord in its sole discretion;

- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Lands" means the land legally described as:
 - i. C108
- e. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- f. "Premises" means the office space at 2820 E College Ave, State College, PA 16801, USA and comprises a Leasable Area of 3,100 square feet.
- g. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the office space municipally described as 2820 E College Ave, State College, PA 16801, USA (the "Premises") and comprises a Leasable Area of 3,100 square feet. The Premises are more particularly described as follows: 1 story open area with office
4. The Premises will be used for only the following permitted use: Office, Warehouse, Industry, gym, etc. (the "Permitted Use").
5. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Office, Warehouse, Industry, gym, etc.
6. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

Term

7. The term of the Lease commences at 12:00 noon on January 1, 2024 and ends at 12:00 noon on December 31, 2025 (the "Term").
8. Notwithstanding that the Term commences on January 1, 2024, the Tenant is entitled to possession of the Premises at 12:00 noon on January 3, 2024.
9. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
10. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
11. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements,

stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

Rent

12. Subject to the provisions of this Lease, the Tenant will pay a base rent - Year 1 of \$8.00 per square foot (approximately \$22,000, payable per month(\$2,000); Year 2 of \$8.50 per square foot (approximately \$26,400.00, payable per month(\$2,200); for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent.
13. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 2820 E College Ave., Suite A, State College, PA 16801, USA, or at such other place as the Landlord may later designate.
14. The Base Rent for the Premises will increase over the Term of the Lease as follows: First Year- \$2,000.00, Second Year- \$2,200.00.
15. The Tenant will be charged an additional amount of \$25.00 per day for any Rent that is received after the due date.
16. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.
17. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

18. The Tenant will carry on business under the name of Legacy Boxing & Combat Sports Academy, LLC, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
19. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Advance Rent and Security Deposit

21. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the Security Deposit total of 1st Month's Rent as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.
22. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$2,000.00 (the "Security Deposit") to be held by the Landlord. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
23. The Tenant may not use the Security Deposit as payment for the Rent.
24. Within 60 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 2820 E College Ave suite F, State College, PA 16801, USA, or at such other place as the Tenant may advise.

Quiet Enjoyment

25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

26. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the

contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

27. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

28. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
 - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining

- and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
 - g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
 - h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - 1. an amount determined by reducing to present worth at an assumed interest rate of 12% per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - 2. an amount equal to the Base Rent and estimated Additional Rent for a period of six months.

Inspections and Landlord's Right to Enter

29. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.

Renewal of Lease

30. Upon giving written notice no later than 120 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Tenant Improvements

31. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

32. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: telephone, internet and cable.
33. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: University Area Joint Authority Wastewater Bill- billed every quarter, based on occupancy.

Insurance

34. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no

liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

35. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
36. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.
37. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord. The Tenant's insurance must be an amount not less than \$1,000,000.00.
38. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

39. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

40. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Pennsylvania, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

41. If there is a conflict between any provision of this Lease and the applicable legislation of the Commonwealth of Pennsylvania (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

42. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this Lease.

Bulk Sale

43. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

44. Tenant shall, at Tenant's expense, procure and maintain at all times during the term of this Lease, or of this Lease as extended, a policy of comprehensive public liability insurance insuring Tenant, with Landlord as an additional insured, against any liability arising out of the ownership, use, occupancy, or maintenance, of the Premises and appurtenant areas. Such insurance shall at all times be in an amount of not less than \$1,000,000.00 Combined Single Limit for injury to or death of any one person in any one occurrence for Bodily Injury including death and property damage. The limits of such insurance shall not limit the liability of Tenant. Tenant shall promptly deliver to Landlord certificates of insurance evidencing the existence and amounts of insurance. No such policy shall be cancelable or subject to reduction of coverage or other modification.

Care and Use of Premises

45. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
46. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities

are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

47. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
48. The Tenant will not engage in any illegal trade or activity on or about the Premises.
49. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

50. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

51. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

52. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

53. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
54. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
55. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

- 56. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 57. Time is of the essence in this Lease.
- 58. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 8th day of January, 2024.

Carie Barnes
(Witness)

Don Swahn
(Witness)

CHANNEL COMMUNICATIONS (Landlord)

Per: [Signature]

Derek Roth
Derek Roth (Tenant)

[Signature]
Steve Kellogg (Tenant)

FIRST AMENDED TOLLING AGREEMENT

THIS FIRST AMENDED TOLLING AGREEMENT (this "Tolling Agreement") is made and entered into this 10 day of May, 2025, by and among College Township Zoning Hearing Board ("ZHB"), through its counsel Alan F. Kirk, Esquire and its Vice-Chairman, Steven J. Lyncha, and Channel Communications, LLC, ("Applicant"), through its counsel David D. Engle, Esquire, Miller, Kistler & Campbell (each of the ZHB and Applicant are a "Party" and collectively the "Parties").

Recitals:

WHEREAS, the Applicant on April 16, 2024 filed an Application for a ZHB hearing in the nature of a request for a use variance ("Application") in response to a Zoning Enforcement Letter from the College Township ("Township") Zoning Officer;

WHEREAS, upon receipt of the Application, the ZHB had sixty (60) days to hold a hearing on the Application under the Pennsylvania Municipalities Planning Code and the College Township Zoning Ordinance;

WHEREAS, Township is working on several amendments to the Zoning Ordinance ("Amendments") regarding the Dale Summit area, which Amendments may alter the Applicant's need to proceed with the Application;

WHEREAS, in an effort to avoid litigation and expense related to scheduling and holding a hearing on the Application, the Parties negotiated a Tolling Agreement to extend the deadline to hold a hearing until June 25, 2025, which Tolling Agreement the ZHB voted unanimously to approve at its meeting on June 25, 2024;

WHEREAS, the Tolling Agreement was later signed on June 28, 2024;

WHEREAS, since that time, College Township Council has passed Ordinance O-25-01 permitting Indoor Recreation Facilities as a Conditional Use in the Township's General Industrial Zoning District;

WHEREAS, the Applicant will promptly file an Application for a Conditional Use Permit regarding the indoor recreation facility use being undertaken by tenant Legacy Boxing & Combat Academy, LLC at Applicant's facility;

WHEREAS, the remaining use subject to the initial Tolling Agreement is the places of assembly (church) use made by Applicant's tenant Radiant Life Ministries;

WHEREAS, Applicant's lease with Radiant Life Ministries terminates on September 30, 2026 at 11:59 p.m.;

WHEREAS, Township continues to work on several Amendments to its Zoning Ordinance regarding the Dale Summit area;

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile, electronic mail or other electronic transmission with the same effect and delivery of an original.

7. Representations. Each of the persons executing this Agreement represents and warrants that he or she has the full legal power, capacity, and authority to bind the Party on behalf of whom he or she is acting, and that this Agreement constitutes a legal, binding obligation of the Party enforceable in accordance with its terms.

8. Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, partners, administrators, successors and assigns of each of the Parties.

9. Amendments and Extensions. This Agreement may not be modified, altered or amended except by a writing signed by or on behalf of all of the Parties hereto. This Agreement may be extended by further written agreement signed by or on behalf of all of the Parties hereto.

10. Notice. For purposes of any notices under this Agreement, the following contacts/addresses shall be used:

ZHB:

College Township Zoning Hearing Board
1481 East College Avenue
State College, PA 16801
Email: mgabrovsk@collegetownship.org

With copy to Counsel:

Alan F. Kirk, Esquire
341 Science Park Road, Ste. 204
State College, PA 16803
Email: alan@alanfkirk.com

Applicant:

Channel Communications, LLC
Attention: Penny Hain
2820 East College Avenue, Suite 3B
State College, PA 16801
Email: phain.whvltv@gmail.com

With copy to Counsel:

David D. Engle Esquire
Miller, Kistler & Campbell
720 S. Atherton Street, Suite 201
State College, PA 16801
Email: dengle@mkclaw.com



COLLEGE TOWNSHIP COUNCIL
REGULAR MEETING MINUTES
Thursday, December 4, 2025 7:00 PM
1481 E. College Avenue, State College, PA 16801
Hybrid Meeting (In-Person or via Zoom)

**ATTENDED BY -
COUNCIL**

L. Eric Bernier, Chair
D. Richard Francke
Tracey Mariner

STAFF:

Adam T. Brumbaugh, Township Manager/Secretary
Don Franson, P.E., P.L.S., Township Engineer
Amy Kerner, P.E., Public Works Director
Lindsay Schoch, AICP, Principal Planner
Mark Gabrovsek, Zoning Officer
Katy VanAmburg, Assistant Township Secretary

ABSENT:

Susan Trainor, Council Vice Chair
Dustin Best, Council
Mike Bloom, Assistant Township Manager

CALL TO ORDER: Mr. Eric Bernier, Council Chair, called to order the December 4, 2025, regular meeting of the College Township (CT) Council at 7:02 PM and led in the Pledge of Allegiance.

ANNOUNCEMENT: Chair Bernier announced that Council met in Executive Session prior to this meeting to discuss a personnel matter.

PUBLIC OPEN DISCUSSION: No *Public Open Discussion* brought forward.

NEW AGENDA ITEMS: No *New Agenda* items were added to the agenda.

SPECIAL

PRESENTATION: SP-1 CTIDA Annual Update

Ms. Keri Kenepf, CT Industrial Development Authority (CTIDA) Executive Director and CT Economic Development Coordinator, offered a PowerPoint presentation with an annual update for Council.

Ms. Kenepf stated total assets for the CTIDA are \$2.9 million dollars, of which \$1.2 million is invested in clients and \$1.7 million is invested in interest bearing Money Market accounts.

Ms. Kenepf stated much of 2025 was spent developing a Strategic Plan (SP) for 2026. She defined their mission statement, which includes key elements of the SP, as enriching the quality of life in our community by driving *strategic development*, empowering businesses with *dynamic solutions*, and building *collaborative partnerships*. Each of these three (3) elements contains two (2) priorities, as well as goals and objectives, and include business retention and expansion, area revitalization, and collaborative partnerships.

Ms. Kenepf noted the Authority will be moving away from standing Committees and transitioning to three to four (3-4) Working Groups, which will focus on specific priorities within the SP. She noted one (1) board member will facilitate each Working Group, and they will be comprised of both board members and community members.

Ms. Kenepp reviewed the five (5) Small Business Grants that were awarded in 2025, each in the amount of \$5k, and noted the Authority will make a request from Council again for grant funding in 2026. She also highlighted client activity, specifically X-hab who was involved in the Habitat for Humanity 3D printed house located behind the Harris Township municipal building. Finally, she noted various events, training, and community engagement she has been a part of throughout 2025.

Council offered appreciation to Ms. Kenepp for her work as Executive Director and for the work of the Authority.

PLANS: P-1 Greystar – Hastings & University Student Housing Facility - Process

Ms. Lindsay Schoch, AICP, Principal Planner, stated the Plan is being reviewed by CT for stormwater and traffic impacts only and she introduced Mr. Christopher Nasuti, P.E., from HRG, Inc., on behalf of the developer Greystar.

Mr. Nasuti presented site plans and renderings of the proposed Greystar Development Student Housing Facility at University Drive and Hastings Road. He noted the land for the project will be leased from Penn State University (PSU) and is located almost entirely in State College Borough. The project site is located at the southeast corner of University Drive and Hastings Road at the location of existing PSU long-term parking facilities, and a portion of this parking area is located in CT. The project will include the construction of four (4) student residence halls completed in two (2) phases.

Mr. Nasuti offered the site design accommodates the regional bike path, or Path to Campus, by routing the path Southerly around the site.

Mr. Nasuti stated the project includes two (2) new stormwater management ponds and reduces impacts to the ponds at Bathgate Dam and the long-term parking facilities. The site will direct drainage to College Avenue and University Drive, with a reduction in both rate and water volume downstream. The stormwater management plan has been submitted for review to various entities, including SC Borough, CT, PennDOT, and DEP.

Mr. Nasuti noted traffic studies have been approved and indicate anticipated pedestrian crossings at key intersections. He added the Plan will be noted that traffic impacts will be reevaluated a year to fifteen (15) months after full development.

Mr. Francke made a motion to approve the stormwater management and traffic study elements of the Hastings and University Student Housing Facility Final Land Development Plan dated October 20, 2025 and last revised November 10, 2025 subject to the following conditions:

- 1) Within ninety (90) days from the date of approval by Council, all conditions must be satisfied, final signatures must be obtained and the plan must be recorded with the Centre County Recorder of Deeds Office. Failure to meet the ninety (90) day recordation time requirement will render the plan null and void.**
- 2) Pay all outstanding review fees.**
- 3) Address, to the satisfaction of the Township Engineer, any outstanding plan review comments from Staff.**
- 4) Fully comply with College Township Code Section 180-12.**
- 5) This action assumes that no major changes result from reviews by the State College Borough Design Review Board or State College Borough Planning**

Commission. If significant changes occur, the revised plan will be presented to College Township Council for reconsideration and approval.

- 6) All conditions must be accepted in writing within seven (7) days from the date of the conditional approval letter from the Township Engineer.**

Ms. Mariner seconded the motion.

Motion carried unanimously.

Council offered appreciation to Mr. Nasuti for his presentation.

REPORTS:

a. Manager's Update

Mr. Brumbaugh offered the Manager's Update report as presented. No additions were made to the report. Mr. Brumbaugh noted the Solar Power Purchase Working Group met on December 3, 2025, and Council will be provided with an update at their next meeting.

b. COG Regional, County, and Liaison Reports

Centre County Metropolitan Planning Organization (CCMPO): Mr. Bernier provided Council with a written report from the MPOs November 2025 meeting.

COG Human Resources (HR) Committee: Ms. Mariner reported the COG HR Committee did not meet.

COG Parks Governance Special Committee: Mr. Francke reported the COG Parks Governance Special Committee met on November 26, 2025. The Committee reviewed a draft maintenance agreement between Centre Region Parks and Recreation Authority (CRPRA) and the municipalities, and made recommendations on the CRPRA by-laws.

c. Staff/P.C./Other Committee Reports

CT Planning Commission (PC): Mr. Matthew Fenton, PC Vice Chair, offered that PC met on December 2, 2025. PC reviewed the PAM State College Subdivision Plan, and are considering dates for a joint meeting with Council on the hybrid Form Based Code in late January 2026.

CT Parks and Recreation Committee: Ms. Janet Sulzer, CT Parks and Recreation Committee Chair, offered the Committee will not meet in December and she noted the bike board in Thompson Woods was placed by Public Works.

d. Diversity, Equity, Inclusion & Belonging Reports (Public invited to report)

Mr. Brumbaugh offered a DEIB report that included the following:

Days/Holidays:

- World AIDS Day was December 1st
- International Day of Persons with Disabilities was December 3rd
- Hanukkah begins on the evening of December 14th and ends December 22nd
- International Human Solidarity Day is December 20th
- Christmas is December 25th
- Kwanzaa begins on December 26th and ends on January 1st

Awareness/Observation Months:

- Universal Human Rights Month
- HIV/AIDS Awareness Month

CONSENT AGENDA:

CA-1 Minutes, Approval of

- a. November 20, 2025 – College Township Council Regular Meeting Minutes

CA-2 Correspondence, Receipt/Approval of

- a. Email from Ash Toumayants dated November 17, 2025, regarding resignation from Planning Commission
- b. Email from Dan Materna dated November 19, 2025, regarding Casino
- c. Email from Dan Materna dated November 20, 2025, regarding Casino
- d. Letter from Comcast dated November 19, 2025, regarding rate increases
- e. Letter from Rule 62 Recovery and Wellness dated December 1, 2025, requesting financial support

CA-3 Action Item, Approval

- a. None

Ms. Mariner made a motion to approve the Consent Agenda as presented minus CA-2.e.

Mr. Francke seconded the motion.

Motion carried unanimously.

CA-2.e.: Mr. Brumbaugh noted he met with Mr. Alfred Jones to discuss this request. The organization is a 501c3 non-profit that provides community support for people in recovery from Substance Use Disorder. He noted the organization cannot continue to financially sustain its services on their own and are seeking financial support from CT, specifically from future revenue generated by the Happy Valley Casino. Council discussed and offered there is flexibility within the 2026 budget to consider this request but would ask that a dollar amount be defined as well as if this is a one-time or annual request. Mr. Brumbaugh will follow up with Mr. Jones.

Ms. Mariner made a motion to approve CA-2.e. as part of the Consent Agenda.

Mr. Francke seconded the motion.

Motion carried unanimously.

OLD BUSINESS: OB-1 Ordinance Revisions – Signage

Ms. Schoch introduced the topic and offered a memorandum dated November 26, 2025 outlining key points previously discussed by both Council and PC. Included for Council’s review were a Sign Ordinance Matrix and a letter from PSU. Council had the opportunity to ask questions of the Zoning Officer, Mr. Mark Gabrovsek. Council was asked to provide additional comments and/or recommendations regarding proposed amendments to the current sign Ordinance.

Key points from previous discussions on this topic included:

Lighting and Illumination Standards – Mr. Gabrovsek noted the current Ordinance covers lighting intensity but does not regulate light color. Council discussed the need for clarity on measuring light trespass and intensity, particularly near large venues.

Height Restrictions – the discussion focused on defining height limits, limiting the intensity of illuminated signage based on height to mitigate any visual impacts, and limiting illuminated signage to 12 hours before and after events. Mr. Francke suggested a “dusk to dawn” rule rather than a 12-hour rule and Ms. Schoch noted reduction to lighting intensity could be considered. The consensus of Council was to balance marketing visibility with lighting intensity.

Occupancy, Directional Signage, and Art – the discussion focused on the distinction between directional signage and artistic displays. Mr. Gabrovsek noted directional signage should not include commercial advertising.

A letter from Mr. Julian Morales, Director of Local Government and Community Relations – PSU, outlines considerations/requests from PSU that include:

- **Revisiting the 150% cap for base sign allowance** - the current recommendation is to allow signage to increase by 10% for every 5,000 fixed seats without a cap. Mr. Gabrovsek noted the existing base sign allowance already creates a cap based on square footage.
- **Consider an approach to height restrictions that distinguish between digital and static signage**

Mr. Gabrovsek suggested consulting a lighting engineer to offer expertise and guidance. Council agreed with the recommendation.

Mr. Morales was present via Zoom to answer questions related to the requests of PSU.

Ms. Lara Fowler, State College Borough resident, offered comments on the effects of stadium lighting on both wildlife and human health, and emphasized the importance of reducing light pollution. She highlighted the need for balancing safety and minimizing unnecessary lighting to protect biodiversity.

Staff will present Council with an updated draft of the signage Ordinance at a future meeting.

NEW BUSINESS: NB-1 CT 2026 Draft Budget

Mr. Brumbaugh offered a presentation on the proposed 2026 CT Budget. He reviewed highlights of the 2025 Budget including major projects and initiatives and noted there was no increase in property taxes in 2025 despite impacts from inflation. Mr. Brumbaugh stated a public hearing to approve the proposed Budget has been scheduled for December 30, 2025 at 5:30 PM.

Mr. Brumbaugh stated the proposed 2026 Budget maintains no property tax increase for the fifth consecutive year in a row with the millage rate remaining at 6.10 mils.

He noted that anticipated revenues are approximately \$16.4 million dollars, with significant contributions from property taxes, enabling taxes, and new revenue from the state Local Share Account. Total expenditures are approximately \$16.7 million, with major expenditures including police services, capital projects, and payroll. Mr. Brumbaugh stated the difference in revenues and expenditures will be covered by existing reserve funds.

**Mr. Francke made a motion to adopt the 2026 draft CT Budget, authorize Staff to advertise the proposed budget for inspection, and to set a Public Hearing for December 30, 2025 at 5:30 PM in a hybrid meeting format.
Ms. Mariner seconded the motion.**

Motion carried unanimously.

NB-2 New Position – Community & Economic Development Director

Mr. Brumbaugh offered a memorandum dated November 26, 2025, proposing the creation of a Community and Economic Development Director position which would serve as Department Head overseeing Planning, Zoning, and Economic Development staff. The position is contemplated as a key, senior leadership role responsible for providing strategic direction in areas such as attainable housing development, park and open space expansion, and economic development and community revitalization initiatives that are consistent with the Township's vision for a balanced, vibrant, and sustainable community.

Included for Council's review were a draft job description and proposed modifications to the 2025 Wage Range Schedule to add the position. If approved, the position is expected to be filled in early 2026.

Ms. Mariner made a motion to approve the Community and Economic Development Director position and approve the proposed modifications to the 2025 Wage Range Schedule.

Mr. Francke seconded the motion.

Motion carried unanimously.

STAFF

INFORMATIVES: SI-1 None

COUNCIL/STAFF OTHER MATTERS: Mr. Brumbaugh reminded Council about the Casino site tour on December 5, 2025 at 2 PM and about the Staff/ABC Recognition Banquet on December 5, 2025 at 6 PM at the Penn Stater.

ADJOURNMENT

Chair Bernier called for a motion to adjourn the meeting.

Ms. Mariner moved to adjourn the December 4, 2025

Regular College Township Council meeting.

Mr. Francke seconded the motion.

The December 4, 2025 Regular College Township Council meeting was adjourned at 9:47 PM.

Respectfully submitted,

Adam T. Brumbaugh

Adam T. Brumbaugh
Township Secretary



COLLEGE TOWNSHIP COUNCIL
REGULAR MEETING MINUTES
Thursday, December 18, 2025 7:00 PM
1481 E. College Avenue, State College, PA 16801
Hybrid Meeting (In-Person or via Zoom)

**ATTENDED BY -
COUNCIL**

L. Eric Bernier, Chair
 Susan Trainor, Vice Chair
 Tracey Mariner

STAFF:

Adam T. Brumbaugh, Township Manager/Secretary
 Mike Bloom, Assistant Township Manager
 Don Franson, P.E., P.L.S., Township Engineer
 Amy Kerner, P.E., Public Works Director
 Lindsay Schoch, AICP, Principal Planner
 Kim Patishnock, Finance Director
 Katy VanAmburg, Assistant Township Secretary

ABSENT:

D. Richard Francke, Council
 Dustin Best, Council
 Mark Gabrovsek, Zoning Officer

CALL TO ORDER: Mr. Eric Bernier, Council Chair, called to order the December 18, 2025, regular meeting of the College Township (CT) Council at 7:00 PM and led in the Pledge of Allegiance.

PUBLIC OPEN DISCUSSION: No *Public Open Discussion* brought forward.

NEW AGENDA ITEMS: No *New Agenda* items were added to the agenda.

SPECIAL

PRESENTATION: SP-1 CT Finance 2025 Year End Report

Ms. Kim Patishnock, CT Finance Director, offered a PowerPoint presentation with a year-end financial update for Council. Provided for Council's review was a Project Status Report and Line Item Detail Report. She noted the Powerpoint highlights the projected year end fund balances as of December 31, 2025, and denotes differences in fund balances - budgeted vs. projected.

Ms. Patishnock stated any deficits in fund balances are due to delayed grant revenues and noted deficits occurred in both the Construction and Parks and Recreation funds. She stated deficits are covered by funds in the General Fund.

Ms. Patishnock stated revenues from transfer taxes, refunds of expenses, and Zoning permits exceeded budgeted amounts and noted savings occurred in several expenditures including street tree maintenance and road maintenance. These savings contributed to offsetting the deficits created from delayed grant funding.

Ms. Patishnock highlighted property tax collections through November 30, 2025, and noted they continue to be a top revenue source for the Township. She noted the total amount of property tax bills were \$2.83 million, of which \$2.78 million have been collected, leaving \$41.1 thousand dollars remaining to be collected.

Ms. Patishnock stated CT's overall financial position for 2025 remains strong, property tax collections continue to provide reliable cash flow, and fund balances remain sufficient to support ongoing Township operations.

Council offered appreciation to Ms. Patishnock for her presentation.

PLANS: P-1 Crew 814 Phase I Final Planned Residential Development Plan

Ms. Lindsay Schoch, AICP, Principal Planner, offered an overview of the Plan process to date that included a rezoning request, conditional use approval of the tentative Plan with eighteen (18) conditions, and final Plan approval. She noted the final Phase I Plan will include sixty-four (64) fee-simple townhomes, fifty-five (55) rental townhomes, and two (2) apartment buildings along with a community center.

She stated notable remaining conditions of the Plan include a traffic impact study, highway occupancy permit, a Memorandum of Understanding (MOU) for Workforce Housing, and a Developer's Agreement for Workforce Housing units. She noted all conditions of the Plan will be required to be met prior to Plan recording and prior to construction.

Mr. John Sepp of Penn Terra Engineering, and Mr. Matt Flickinger of Burkentine Properties, were present to answer questions related to the final Phase I Plan.

Ms. Trainor made a motion to approve the Crew 814 Planned Residential Development Phase 1 Final Plan dated September 22, 2025 and last revised December 10, 2025 subject to the following conditions:

- 1. Within ninety (90) days from the date of approval by Council, all conditions must be satisfied, final signatures must be obtained, and the plan must be recorded with the Centre County Recorder of Deeds Office. Failure to meet the ninety (90) day recordation time requirement will render the plan null and void.**
- 2. Provide proof of Traffic Impact Study (TIS) approval.**
- 3. Provide approved PennDOT Highway Occupancy Permit prior to occupancy.**
- 4. Pay all outstanding review fees.**
- 5. Address, to the satisfaction of the Township Engineer, any outstanding plan review comments.**
- 6. Fully comply with College Township Code Section 180-12.**
- 7. Post surety as approved by the Township Engineer prior to recordation.**
- 8. Provide proof of National Pollutant Discharge Elimination System (NPDES) approval.**
- 9. Record approved Declaration of Stormwater Access and Maintenance Easement (DSAME).**
- 10. Submit two (2) owner signed, full-sized Tentative Plan sets prior to recording the Phase 1 Final Plan.**
- 11. All conditions must be accepted in writing within seven (7) days from the date of the conditional approval letter from the Township Engineer.**

Ms. Mariner seconded the motion.

Motion carried unanimously.

Mr. Sepp stated Plan extensions will be necessary as the TIS likely will not be approved within ninety (90) days from the Plan approval. Ms. Schoch noted there are fees associated with extension requests.

Council offered appreciation to Mr. Sepp and Mr. Flickinger for their ongoing collaborative efforts with Staff.

REPORTS:

a. Manager's Update

Mr. Brumbaugh offered the Manager's Update report as presented. No additions were made to the report. Mr. Mike Bloom, Assistant Township Manager, offered the Township was awarded a Local Share Account (LSA) grant in the amount of \$250k for the Path to Campus project. He noted total funding for the project is now at \$2,250,000 out of \$3,000,000.

b. COG Regional, County, and Liaison Reports

COG Human Resources (HR) Committee: Ms. Mariner reported the COG HR Committee did not meet.

COG Public Safety Committee: Ms. Trainor reported the COG Public Safety Committee did not meet.

COG Executive Committee: Mr. Bernier reported the COG Executive Committee met on December 16, 2025. The Committee recessed into an Executive Session to discuss a Personnel matter, and cancelled the COG General Forum meeting on December 22, 2025.

CT Industrial Development Authority (CTIDA): Ms. Trainor reported the CTIDA met on December 17, 2025. Ms. Trainor provided Council with the CTIDAs 2026 Strategic Plan. The Authority heard a presentation from Ms. Schoch on hybrid Form Based Code (FBC) in the Dale Summit Area, and voted to change the meeting time from 9 AM to 4 PM on the third Wednesday of each month. The Authority will transition from four (4) committees to three (3) working groups with Subject Matter Experts (SMEs) who are not necessarily Township residents, and are evaluating Township services that are needed going forward.

c. Staff/P.C./Other Committee Reports

CT Planning Commission (PC): Mr. Matthew Fenton, PC Vice Chair, offered that PC met on December 16, 2025 and approved the PSU-Applied Research Lab (ARL) rezoning remand from Council.

CT Parks and Recreation Committee: Ms. Janet Sulzer, CT Parks and Recreation Committee Chair, offered the Committee did not meet in December.

d. Diversity, Equity, Inclusion & Belonging Reports (Public invited to report)

Mr. Bloom offered nothing additional to his DEIB report of December 4, 2025.

CONSENT AGENDA:

CA-1 Minutes, Approval of

- a. December 4, 2025 – College Township Council Regular Meeting Minutes
- b. December 1, 2025 – College Township Council Budget Work Session Minutes

CA-2 Correspondence, Receipt/Approval of

- a. Letter from Keith Shapiro dated December 1, 2025, regarding safety concerns on Spring Hill Lane
- b. Letter from Out of the Cold received December 5, 2025, regarding support
- c. Letter from Centre LifeLink EMS dated December 1, 2025, regarding donation
- d. Letter from Kerry Benninghoff dated November 18, 2025, regarding Rockview
- e. Email from Theodore Thwing dated December 3, 2025, regarding Columbia Gas project

- f. Letter from Good Shepherd Church dated December 8, 2025, regarding donation
- g. Letter from CCRRA received December 11, 2025, regarding 2026 rate changes

CA-3 Action Item, Approval

- a. Project #25-16 – SR 26 Traffic Signal Bid

**Ms. Mariner made a motion to approve the Consent Agenda as presented minus CA-2.a.
Ms. Trainor seconded the motion.
Motion carried unanimously.**

CA-2.a.: Ms. Trainor acknowledged the letter received from Mr. Shapiro regarding winter safety concerns on Spring Hill Lane, a private road, as it intersects with State Route 26 – College Avenue. Mr. Brumbaugh stated the Township has no obligation to maintain this road as it is a private road and PennDOT maintains SR 26. However, he noted the Township could potentially provide additional salting at the intersection during winter events, similar to what is currently done on Manor Drive. Staff will provide Council with a recommendation at their next meeting.

**Ms. Mariner made a motion to approve CA-2.a. as part of the Consent Agenda.
Ms. Trainor seconded the motion.
Motion carried unanimously.**

OLD BUSINESS: OB-1 Houserville Sidewalk Alignment Options

Mr. Don Franson, P.E., P.L.S., Township Engineer, offered a memorandum dated December 15, 2025, providing an update on the Houserville sidewalk alignment options.

At the November 20, 2025 Council meeting, Staff proposed constructing a 6-foot sidewalk from Ivy Hill Road to Spring Creek Park, with an estimated cost of \$595,000. Staff also explained that, due to various physical constraints, constructing the path from College Avenue to Ivy Hill Road would be cost prohibitive at this time, with an estimated total cost of \$825,000.

Council subsequently requested that Staff study the feasibility of constructing the path entirely along the western side of Houserville Road, from the intersection of College Avenue to the entrance of Spring Creek Park. The total estimated cost for this option is \$1,100,000.

Mr. Michael Pratt of Keller Engineering was present to answer questions related to the alignment options.

Mr. Pratt spoke to the increased challenges associated with a fully western side alignment, including necessary improvements to crosswalks, signals, and guiderails. Various permits would also be required from the Department of Environmental Protection (DEP) as the western side falls within a floodplain. He noted an eastern side alignment also poses challenges including embankment cutbacks, retaining wall construction, and the presence of gas lines.

Mr. Franson stated there are significant time delays and increased costs associated with permit approvals. Additionally, the portion from Ivy Hill Road to Spring Creek Park was budgeted to be constructed in 2026 during PennDOT's closure of Houserville Road due to the bridge replacement over Spring Creek on College Avenue.

Mr. Brumbaugh noted an eastern sidewalk from College Avenue to Ivy Hill Road could be constructed in future as part of any land development in that area.

The consensus of Council is to return to the original design, a 6-foot sidewalk from Ivy Hill Road to Spring Creek Park with portions along both sides of Houserville Road and connected by a mid-block crossing. The sidewalk from College Avenue to Ivy Hill Road would be considered Phase II of the project and added to the Capital Improvement Program (CIP) for future budgeting and construction.

Council offered appreciation to Mr. Pratt for his insight and expertise.

OB-2 Single Use Plastics -Survey Proposal

Mr. Bloom offered an update from the Single Use Plastics Work Group. Council was provided with a copy of a proposal from Zencity, with a cost of \$35,000 for their services to conduct the survey.

He noted there is uncertainty regarding one of the municipalities continued participation in the Work Group as well as uncertainty with the preferred method for conducting the survey. An option for Penn State to conduct the survey was discussed amongst the Work Group, with the potential for a reduced or no cost option. Mr. Bloom will provide Council with an update as this develops.

NEW BUSINESS: NB-1 ~~MOU with Ferguson Twp. for Snow Removal Services (deferred)~~

NB-2 Shiloh Road Corridor Development Partnership

Mr. Bloom offered a memorandum dated December 12, 2025, outlining recent efforts of the Shiloh Road Corridor Development Partnership. The effort is being facilitated by developer Ron Ferris with consulting support from Delta Development and Wooster & Associates. The Partnership involves collaboration among multiple developers to proactively address transportation impacts, traffic increases, and infrastructure needs before development occurs along the Shiloh Road Corridor.

There are approximately 220.5 acres, spread across **four primary tracts**, where developments are currently being considered or in various stages of advancing through the land development process. CT has reviewed land development plans (LDP) on two of these tracts (**Maxwell** and **Rogers** (Crew 814)) and Benner Township is aware of a development proposal for a third tract (**Ferris**). While no land development is currently active on the remaining and largest tract (**Clair**), there has been much speculation on the development potential of this site over the years.

In review of the respective land developments along the corridor, it was noted that the traffic impacts were being evaluated on a corridor-wide basis and that this evaluation was being done collaboratively by the developers in the corridor.

Council was provided with and Mr. Bloom elaborated on the following:

- A spreadsheet showing trip generation by tract – Mr. Bloom noted the average daily traffic on Shiloh Road could increase from 13,250 to 44,074.
- Proposed transportation improvements – Mr. Bloom reviewed PowerPoint slides and identified expected improvements needed to accommodate the cumulative traffic increases, including new traffic lanes and signals.

- A financing plan – Mr. Bloom noted financing includes private developer contributions, state grants, and PennDOT grants totaling approximately \$5.9 million dollars. He stated no municipal funding contributions are included in the financing plan.

Mr. Bloom stated the developers will be requesting a joint meeting with College and Benner Townships (and their solicitors) to review a Draft Shiloh Corridor Transportation Agreement. This Agreement, which would include each developer, both municipalities and PennDOT, would identify the roles, responsibilities and contributions of each party comprising the formal Shiloh Road Corridor Development Partnership.

Mr. Brumbaugh noted CT will be responsible for design, bidding, construction oversight, inspections, and financial management and he emphasized the importance of an intergovernmental cooperation agreement with Benner Township.

Council directed Staff to continue discussions regarding an intergovernmental agreement.

NB-3 Code Changes

Ms. Schoch offered a memorandum dated December 15, 2025 outlining proposed Ordinance amendments and included a draft Ordinance. Ms. Schoch reviewed the following proposed Ordinance amendments:

1. Data Centers – Chapter 87 Conditional Uses

- Permitted by Conditional Use in the Rural Residential Zoning District. Rural Residential Zoning District exists near the Quarry, the area around the Transfer Station in Dale Summit, and an area adjacent to South Atherton Street (Twigs Lane).
- Building façade requirements are included for consistent facades along street-facing sides
- A 100' buffer yard requirement
- Screening requirements
- Landscaping requirements as required by the current code
- Fencing requirements and limitations

2. Threshold for Traffic Impact Studies (TIS) & Visualizations – Chapter 180 Subdivision and Land Development

- Included language specific to a TIS being required if a use generates 100 new vehicle trips per peak hour or as directed by the Township Engineer
- The Township may require a developer to submit visualization of any proposed structures and/or development plans

3. Definitions - Chapter 200 – Zoning

- Energy Generation Facilities are currently permitted by Conditional Use, therefore only the definition has been updated to reflect the current use and what it entails. In addition, Data Center definitions were also included.

4. Off-Street Parking and Loading – Chapter 200 – Zoning

- A developer may choose to work with the Centre Area Transit Authority and provide free-of-charge transit passes for employees and/or residents for an optional 25% reduction in parking requirements.

5. Temporary uses – Mobile Food Vendors – Chapter 200 – Zoning

- Modified the ordinance language to permit a one (1)-year permit period, rather than two (2), six-month permit periods.

Ms. Schoch noted if Council is satisfied with the proposed Ordinance language, they may choose to set a Public Hearing and proposed the date of February 19, 2026. Centre Region Planning Agency (CRPA) is required to act first on the Ordinance amendments and does not meet again until February 5, 2026.

Discussions occurred regarding visualization requirements, and it was determined that more research is needed before amending the Ordinance.

Council agrees to set a Public Hearing for the proposed Ordinance amendments on February 19, 2026 excluding visualization requirements.

**Ms. Mariner made a motion to set a Public Hearing on February 19, 2026 for the proposed Ordinance amendments excluding visualization requirements.
Ms. Trainor seconded the motion.
Motion carried unanimously.**

Ms. Karen Rhodes, resident of Pleasant Pointe Apartments, addressed Council with concerns about the inability to turn left from Trout Road onto Shiloh Road during peak hours, and emphasized the need for a traffic signal to prevent potential accidents. Council acknowledged the importance of proactive measures to address traffic issues before land development plans trigger necessary changes.

STAFF

INFORMATIVES: SI-1 November 2025 OEO Report

No *Staff Informatives* pulled for discussion.

COUNCIL/STAFF OTHER MATTERS: Mr. Brumbaugh reminded Council about the Special Meeting on December 30, 2025 at 5:30 PM for the purpose of adopting both the COG budget and CT budget.

ADJOURNMENT

Chair Bernier called for a motion to adjourn the meeting.

**Ms. Mariner moved to adjourn the December 18, 2025 Regular College Township Council meeting.
Ms. Trainor seconded the motion.**

The December 18, 2025 Regular College Township Council meeting was adjourned at 9:23 PM.

Respectfully submitted,

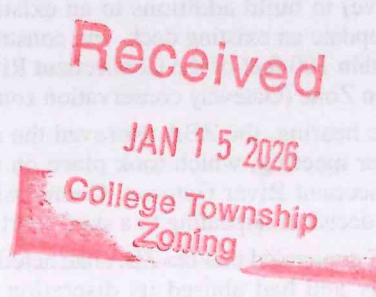
Adam T. Brumbaugh

Adam T. Brumbaugh
Township Secretary

Zoning Bulletin

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Variances

Lawsuit follows ZBA’s approval of variances to build more than 200 apartments

Citation: *French v. City of Omaha Zoning Board of Appeals*, 2025 WL 2837430 (Neb. Ct. App. 2025)

McNeil and Company Builders LLC (McNeil) owned two parcels of land near 168th Street and Shirley Street in Omaha, Nebraska. One parcel was located southwest of the streets, and the other was situated northwest of the streets.

McNeil’s properties border several single-family homes to the north and west and commercial buildings to the south, and it planned to build a 201-unit apartment complex with a clubhouse and a pool on these parcels.

As of 2022, both lots were zoned to allow for the construction of a multifamily apartment complex. So, in 2023, McNeil filed an application with Omaha’s Zoning Board of Appeals (ZBA) for three variances of certain setback and bufferyard requirements as applied to the southwest lot.

Specifically, McNeil requested that the required 35-foot front yard setback be reduced to 15 feet, the 25-foot rear yard setback be reduced to 10 feet, and the 30-foot bufferyard between its property and the residential homes be reduced to 10 feet.

In the application section titled “Reason Waiver is Requested (Specify Practical Difficulty or Unnecessary Hardship),” McNeil stated: “The hardship is due to the irregular shape of the lot via the Sanitary Easement and intermittent waterway (wetland and channel) that bisect the South Property.” At the time of the application, construction of the apartment complex had not yet started.

The city’s planning department concluded that there was not any demonstrated hardship or practical difficulty to justify McNeil’s requests. Thus, it determined that:

- the requested variances were purely matters of design preference;
- McNeil had intentionally or inadvertently created the conditions necessitating the variances; and
- the ability to use the property was not entirely lost without them.

Ultimately, since the apartment complex could be configured and constructed in a way to comply with all applicable zoning regulations, the planning department recommended denying McNeil’s application.

The ZBA held a public hearing where neighboring residents expressed concerns over the building project. But the ZBA approved three variances, subject to the condition that McNeil double the landscaping between its property and the adjacent residential homes.

This decision was appealed to court, however. But on review, the court affirmed the ZBA's decision, finding there was substantial evidence in the record to support its granting of the variances. Additionally, the court noted that the ZBA had allowed all interested parties to speak and present evidence at the public hearing and that the ZBA had "found that the irregular shape of the property, combined with a sewer easement and wetlands, created an undue hardship, which triggered the allowance of the variance."

Then, an appeal was filed to challenge the court's ruling.

DECISION: Affirmed.

The ZBA's decision to grant McNeil's variances based on three hardships or practical difficulties—including the irregular shape of the lot, the sanitary easement, and the wetland channel that bisected the property—was supported by competent evidence.

The ZBA had "determined that the variances were appropriate due to the irregular shape of the property, the sewer easement, and the wetlands. The district court noted that [its] decision was supported by evidence presented at the hearing, which included testimony . . . , exhibits portraying the shape and terrain of the property, and detailed illustrations of the former and current site plans," the appeals court wrote.

While some neighbors opposed the application for the

variances, the ZBA had "determined that granting the variances would benefit the entire neighborhood by increasing the space between the residential homes and the apartment complex."

Additionally, the ZBA had taken a "measured approach in this case." It had "carefully considered the requested variances and determined that smaller, less intrusive adjustments would allow McNeil to proceed with the site plan while maintaining adequate separation from the neighboring residential properties. As a result, [it] approved scaled down versions of two of the three variances [and] doubled the landscaping requirements between McNeil's property and the adjacent residential homes."

Since there was "competent evidence to support the court's finding that hardships or practical difficulties existed to justify the granting of the variances," the appeals court's review was "narrowly limited to whether the district court abused its discretion or committed an error of law in affirming the [ZBA's] decision."

PRACTICALLY SPEAKING

The court had not abused its discretion or made an error of law in affirming the ZBA's decision so that finding stood.

Local zoning board grants variances for construction of pool and terrace within 100 feet of "Gateway" conservation zone

Citation: *Connecticut River Gateway Commission v. Old Saybrook Zoning Board of Appeals*, 2025 WL 2451566 (Conn. Super. Ct. 2025)

The Old Saybrook, Connecticut Zoning Board of Appeals (ZBA) granted six variances to North Cove Associates LLC (North Cove) to build additions to an existing single-family home, update an existing deck, and construct a pool and terrace within 100 feet of the Connecticut River Gateway Conservation Zone (Gateway conservation zone).

Following a public hearing, the ZBA approved the application at its regular meeting, which took place on the same date. The Connecticut River Gateway Commission (CRGC) opposed the decision, appealing to a state court.

Specifically, CRGC contended that the ZBA had acted illegally and arbitrarily and had abused its discretion by granting the variances for the 100-foot Gateway riparian buffer and 100-foot Gateway setback.

DECISION: Appeal dismissed.

The ZBA's reasons for granting the variances were supported by substantial evidence; it did not act arbitrarily, illegally or in abuse of its discretion in granting North Cove's request.

THE PROPOSED PROJECT

North Cove owned the property in question, which was located at 201 North Cove Road, and consisted of a 35,000 square-foot lot bounded on the north side by the North Cove portion of the Connecticut River, and on the south side by North Cove Road.

The property had a three-story house that sat toward the

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southern portion of the property, within the front setback along North Cove Road. A portion of the property was also in Special Flood Hazard Areas AE-10 Zone and VE-14 Zone.

The property was encumbered with traditional zoning setbacks plus a 100-foot Gateway conservation zone riparian vegetative buffer (the Gateway buffer) and 100-foot Gateway conservation zone building/structure setback (the Gateway setback), measured from the coastal jurisdiction line of the river.

In June 2024, North Cove filed an application with the ZBA seeking variances to construct several additions to the existing house and a 562 square foot modified deck and stairs. It also sought variances to construct a new 14-by-28-foot pool with a pervious paver terrace on the north side of the property between the house and the river.

CRGC objected to the deck, pool and terrace being constructed within the 100-foot Gateway buffer and setback.

BACK TO THE COURT'S RULING

“After reviewing the record and considering the arguments presented by the parties, the court finds that the ZBA’s stated reasons for granting the six variances are reasonably supported by the record. [CRGC] has not met its burden to show that the ZBA acted arbitrarily, illegally or with an abuse of discretion,” the court ruled.

Case law precedent established that “a variance constitutes authority extended to the owner to use his property in a manner forbidden by the zoning enactment.” The state’s highest court had ruled that under state law a ZBA could “grant a variance only when two basic requirements [we]re satisfied: (1) the variance must be shown not to affect substantially the comprehensive zoning plan, and (2) adherence to the strict letter of the zoning ordinance must be shown to cause unusual hardship unnecessary to the carrying out of the general purpose of the zoning plan.” “Proof of exceptional difficulty or unusual hardship is absolutely necessary as a condition precedent to the granting of a zoning variance,” the court added.

Here, the ZBA had “granted the variances based upon [a] conclusion that the proposal would result in reductions in nonconformities, which have been established as an independent basis for the granting of variances under the law.” The court also noted that the state’s highest court had also found that “compliance with flood regulations is an important policy consideration for zoning boards to use in evaluating variance applications.” And here, evidence had been presented to the ZBA showing “that the proposed development involved reductions in non-conformities to both the house and the conditions in the Gateway buffer and Gateway setback.”

Evidence also had been presented to show that:

- the proposed development involved reductions in nonconformities to both the house, and the conditions in the Gateway buffer and Gateway setback;
- the house would be converted to a two-story house with a fully FEMA compliant lower level—and “[b]y

making the lower-level FEMA compliant, North Cove reduced the structure’s risk of flooding, hurricanes and other natural disasters”; and

- making the house FEMA compliant and reducing the number of stories were “both reductions of nonconformities that provide[d] a factual and legal basis for the ZBA to grant the variances requested.”

PRACTICALLY SPEAKING

While CRGC contended that approval of the pool, terrace and reconstruction of the stairs and deck were an abuse of discretion given its concerns of variances that increased nonconformities, “recent courts facing a similar argument have rejected such a claim when the zoning boards have made factual findings supported by the record that the overall changes have resulted in a narrowing of nonconformities,” the court explained. “The ZBA had the discretion to weigh the evidence presented to it at the hearing and make the determination as to whether the reductions in nonconformity justified the intrusions into the riparian vegetative buffer,” it added.

The bottom line: A “reduction in nonconformity exception may [have been] well established but it [wa]s not well defined, and thus, the court c[ould not] find that in a situation such as the present, where the record reasonably support[ed] the ZBA’s findings that there was a net reduction in nonconformities that the ZBA acted arbitrarily, illegally or in abuse of its discretion.”

The cases cited are Town of Burlington v. Jencik, 168 Conn. 506, 362 A.2d 1338 (1975); Bloom v. Zoning Bd. of Appeals of City of Norwalk, 233 Conn. 198, 658 A.2d 559 (1995); and Mayer-Wittmann v. Zoning Board of Appeals of City of Stamford, 333 Conn. 624, 218 A.3d 37 (2019).

Disability Discrimination

Healthcare company files suit alleging denial of special permit to relocate substance abuse treatment facility unlawful

Citation: *Acadia Healthcare Company, Inc. v. City of Fitchburg, 2025 WL 2807693 (D. Mass. 2025)*

Acadia Healthcare Company Inc. (Acadia) filed suit alleging that the City of Fitchburg, Massachusetts, its building commissioner, its zoning board of appeals (ZBA), and ZBA members (collectively, the defendants) violated the Americans with Disabilities Act (ADA) and Rehabilitation Act by denying its application for a special permit to relocate a substance use treatment facility. The defendants asked the court to dismiss the lawsuit for failure to state a claim on which relief could be granted.

DECISION: Request to dismiss granted in part and denied in part.

Acadia presented direct evidence of ADA-based discrimination, so that claim could proceed.

THE FACTS

Acadia, a national healthcare company, provided coun-

seling and medication-assisted treatment (MAT) for individuals recovering from opioid use disorder (OUD). It operated more than 250 facilities nationwide, including 16 in Massachusetts.

Since 2001, Acadia had operated a counseling and treatment facility in Fitchburg at 155 Airport Road where it provided medically supervised treatment and counseling to patients recovering from opioid addiction on an outpatient basis.

Acadia's model incorporated a team of medical professionals, including physicians, therapists, and clinicians who examined, tested, counseled, and treated patients on site. There had not been any traffic or law enforcement problems relating to Acadia's operations within the city, nor had there been any record of any problem with the ability of Acadia's patients to exit its facility during any alarm or other emergency.

In 2018, the city started to explore ways to adopt zoning amendments that would target substance abuse treatment facilities. During a January 2019 planning board meeting, the city's planning director discussed zoning amendments "to be able to have controls on substance abuse clinics, methadone clinics, supervised injection sites, etc."

The planning board then voted to initiate such a zoning amendment. During its March 2019 meeting, the board discussed "options" to regulate treatment facilities and made it clear that it did not want to "make other medical/dental offices harder to get approved."

At a subsequent meeting, the planning board voted to draft a zoning amendment explicitly defining substance abuse treatment facilities and targeting such facilities with discriminatory zoning requirements by prohibiting them throughout most of the city, allowing them only by special permit in the city's Medical Marijuana Overlay District, and imposing onerous buffer zone requirements. But the city solicitor told the planning board that this approach would be too obviously discriminatory, so it proposed a Use Table that could be amended to allow other types of medical offices (ex. Dentist, physician, ophthalmologist, etc.) by right, but all other medical uses would be by special permit.

And in 2021, the city council approved an amendment to a zoning ordinance that treated "medical treatment centers" far more restrictively than "medical offices," and the mayor signed and approved it.

Then, with its Airport Road site lease about to expire, Acadia sought a special permit so it could operate its clinic on Lunenburg Street. No city department or board submitted any comments to the Fitchburg Zoning Board of Appeals (ZBA) expressing concerns regarding traffic or purported security problems regarding the proposed use of the Lunenburg Street Site, and at no time prior to a public hearing did any city official advise Acadia that traffic was a concern.

At the public hearing, members of the ZBA asked Acadia to justify its desire to relocate from the Airport Road Site. It replied by stating that the proposed facility comprised an improvement in interior area, including handicap accessible square footage and that renovations would be required

at the Airport Road Site to make it more efficient and handicap accessible, resulting in the loss of usable square footage. It also stated that the Airport Road Site did not have an adequately sized patient waiting area.

Despite Acadia's explanation as to why the Lunenburg Street site was better suited for the substance abuse treatment facility, the ZA unanimously voted to deny the application for a special permit. Acadia appealed.

MORE FROM THE COURT

The court found that:

- **The ZBA members were entitled to "quasi-judicial immunity," so claims against them in their individual capacities had to be dismissed** as the First U.S. Circuit Court of Appeals, which had jurisdiction over Massachusetts "recognized that zoning boards making controversial decisions must be protected from damage suits based on disagreement with their rulings"; thus, "immunity would be meaningless if it could be defeated merely by alleging that the board acted with improper motivations."
- **Acadia's claims based on the 2021 ZBA decision "accrued on August 31, 2021, when the decision was filed with the [c]ity [c]lerk, and [we]re therefore timely filed within the three-year limitations period,"** so the city's request to dismiss on statute of limitations grounds was not granted.

Acadia's municipal liability claim against the city failed because it had only made "generalized allegations that certain officials were 'aware' of discriminatory statements." It did not provide any "factual basis to conclude that policymakers knew of and acquiesced in a persistent municipal custom of discrimination." In other words, Acadia's contention that the city had engaged in a pattern of discriminatory conduct against substance abuse treatment facilities on three occasions over a 16-year period was not sufficient because it did not "establish a 'persistent and widespread' practice sufficient to constitute a municipal custom."

More specifically, Acadia did not assert any incidents had occurred between 2008 and 2021. "Three discrete incidents spanning nearly two decades, with years-long gaps between them, cannot plausibly suggest the 'systemic pattern of activity' necessary to establish municipal custom," the court wrote. And since Acadia did not "allege facts demonstrating that the [c]ity's policymaking officials had actual or constructive knowledge of any alleged widespread practice yet did nothing to end it," its municipal liability claim failed.

CASE NOTE

Acadia also claimed the city failed to reasonably accommodate it in violation of the Americans with Disabilities Act and the Fair Housing Amendments Act. "[T]o successfully plead a claim premised on the failure to provide a reasonable accommodation, a plaintiff must allege that '(1) due to the claimant's disability, he needs an individualized change to a public entity's facially neutral policies, prac-

tices, or procedures if he is to effectively access some opportunity; but (2) the public entity unjustifiably failed to make that change.’ ” But Acadia’s pleadings were “devoid of any allegations sufficient to support [its] theory.” It only alleged that “in addition to permit applications, [it] likewise submitted to the ZBA and the Building Commissioner a request for reasonable accommodations pursuant to the ADA and the Fair Housing Amendments Act. . . . Neither request was addressed. . . . Although such conduct is troubling and supports a reasonable inference of bad faith, [Acadia did not] . . . put forth any allegation as to the nature of the accommodation requested and the reasonableness of such accommodation. Absent more specific allegations, requiring the [c]ourt to draw the necessary inferences would exceed the bounds of proper inference-making. Accordingly, dismissal is appropriate as to this theory,” the court wrote.

Takings

Developer challenges ordinance restricting construction on “speculative housing” projects

Citation: *Legacy Housing Corporation v. City of Horseshoe Bay, Texas*, 2025 WL 3040870 (5th Cir. 2025)

The Fifth U.S. Circuit has jurisdiction over Louisiana, Mississippi, and Texas.

Legacy Housing Corp. (Legacy) purchased several hundred vacant lots in Horseshoe Bay, Texas. The neighborhood in which the parcels sat was zoned for manufactured housing and was subject to various restrictions on construction. One restriction, which had been in existence since 2009, allowed only two permits at a time for constructing housing for which there was not yet a buyer, *i.e.*, speculative housing.

Applicable ordinances also placed certain requirements on contractors and subcontractors, utility hookup fees, and setback requirements. And while changes to the ordinances took shape since Legacy had bought the lots in 2019, it still had to seek variances.

When things did not go as planned, Legacy filed suit against the city and other defendants (collectively, the city) claiming they had engaged in a conspiracy to block its plans for development.

The city asked the court for judgment without a trial, which the lower court granted. Legacy then appealed to the Fifth U.S. Circuit Court of Appeals.

DECISION: Affirmed.

The city was entitled to judgment.

A CLOSER LOOK

Legacy bought its lots subject to a declaration of reservations. Among other things, the declaration restricted the use of the lots to “single-family mobile home dwelling[s],” required “improvements” to be pre-approved by the architectural committee, and reserved a right of way and easement for utilities and drainage.

Legacy also bought 95 acres of land in the Horseshoe Bay’s extraterritorial jurisdiction (ETJ), between a nearby highway and the southern edge of the neighborhood. The city’s ETJ was defined and governed by Chapter 42 of the Texas Local Government Code as an area around the formal boundaries of a city. And the land within the ETJ was subject to an agreement that the property could only be used for “agriculture, wildlife management, and/or timber land . . . which will include . . . existing single-family residential use of the [p]roperty.”

In 2021, despite these restrictions, Legacy built a road over the ETJ property, the greenbelt, and three of the development lots. It advertised the road as providing neighborhood residents a shorter route to and from the highway and amenities Legacy planned to build on the ETJ property.

The city tried to stop Legacy from completing the road, claiming it violated valid restrictions. Nonetheless, the road was completed.

That is when Legacy claimed the city, a local property owners’ association (POA), and two other developers—Jaffe Interests LP and Horseshoe Bay Resort Development LLC—had unlawfully conspired to prevent it from developing manufactured housing on the lots.

THE COURT’S RULING

This case discussed the state’s “strips and gores” doctrine, “a unique creature of Texas law used to resolve the ownership of relatively small strips of land.” Here, Legacy claimed the doctrine applied so that it could claim ownership of a five feet “greenbelt between its development lots and the ETJ property.”

The court disagreed, finding that Legacy did not gain ownership of the strip based on the doctrine. That is because the original property deeds were not unclear or ambiguous. In other words, they had specifically referred to a recorded plat mapping the lot and the contiguous greenbelt as separate parcels.

The bottom line: The strips and gores doctrine did not apply “to unambiguous conveyances unless the case involve[d] a road or right of way, in which case courts presume[d] that the grantor intended to convey the center of the road or right of way.”

Case Snapshot:

A developer bought up hundreds of vacant lots intending to develop them. It also purchased adjacent land to build a road connecting the lots to a nearby highway. But the land was subject to restrictions barring such a road, and the developer challenged those restrictions, alleging a conspiracy between the city and other defendants to prevent it from developing its lots.

First Amendment Retaliation

Homeowners file suit against zoning administrator after he issues citations for use of seasonal boat dock

Citation: *Tamm v. Nerad*, 2025 WL 2674302 (6th Cir. 2025)

The Sixth U.S. Circuit has jurisdiction over Kentucky, Michigan, Ohio, and Tennessee.

Julie Tamm and Roseanna Przybylski (the homeowners) had a home in Lincoln Township, Michigan, near Diamond Lake, where they had used a seasonal boat dock for many years. But, the homeowners had their share of run-ins with the zoning administrator over their dock-related practices, and they filed a lawsuit against him.

Then the zoning administrator issued the homeowners with citations over the placement of their dock in 2023, citing noncompliance with two township ordinances. That is when the homeowners filed another lawsuit, alleging that the zoning administrator had issued the citations to retaliate against them for their previous lawsuit, in which they challenged the township's ordinances regulating residents' uses of the lake and shoreline.

The homeowners sought declaratory relief on state preemption grounds. They also claimed the zoning administrator had violated their constitutional and civil rights violations under federal and state law.

The zoning administrator requested judgment without a trial and partial judgment on the pleadings. The lower court granted the zoning administrator's requests, and the homeowners appealed.

DECISION: Affirmed in part; reversed in part; case sent back for further proceedings.

Judgment on the pleadings with respect to takings and inverse condemnation claims was proper; the court should not have granted the zoning administrator judgment without a trial on the homeowners' claim they had been subject to First Amendment retaliation.

A CLOSER LOOK

The homeowners claimed that the zoning administrator harassed them at their home and that no other residents had received citations for similar conduct following their previously filed lawsuit.

The zoning administrator countered that a First Amendment retaliation claim failed if there was probable cause to support prosecution, and the homeowners had not established the absence of probable cause, so qualified immunity applied. He also asserted that their claim failed on the merits because they had not shown adverse action or causation.

The lower court agreed with the zoning administrator on the latter arguments and declined to consider qualified immunity.

The appeals court found that the zoning administrator

had relied on "factual disputes that [we]re irreconcilable at the summary-judgment stage." For example, he contended that the homeowners did not have a driveway that he could have blocked and he denied engaging in the behaviors they described as "creepy." "But, barring blatantly contradictory evidence, courts do not resolve such factual contests. . . . And, construing the facts in the light most favorable to [the homeowners], [a] photo [the zoning administrator] provide[d] d[id] not blatantly contradict [their] statements about him blocking their driveway—perhaps [they] treat[ed] a grassy area as their driveway, for example. Indeed, these are the very issues that juries must consider and weigh," the court explained.

Additionally, the zoning administrator had provided two other citations he purportedly had issued to other parties. But those citations were "partially illegible, pertain to citations during the boating season (not the off-season), and appear[ed] to cite completely different ordinances," not the ones the homeowners were accused of violating. Therefore, the zoning administrator failed to show that he would have taken the same actions absent the homeowners' filing of the first lawsuit.

KEY TAKEAWAY

To assert a valid First Amendment retaliation claim, the homeowners had to show they had engaged in protected conduct, the zoning administrator took adverse action against them that would deter a person of ordinary firmness from continuing to engage in that conduct; and the adverse action was motivated, at least in part, by the protected conduct. If they met that burden, the zoning administrator could be entitled to judgment if they showed by a preponderance of the evidence that he would have engaged in the same action absent the protected conduct.

The key issue for the court to settle was the parties' disagreement over whether the homeowners had offered sufficient evidence to establish (1) adverse action and (2) causation. "We conclude that Plaintiffs have offered evidence from which a reasonable juror could determine that there was both adverse action and causation," the Sixth Circuit concluded.

Case Snapshot:

A zoning administrator cited homeowners for their dock's non-compliance with the applicable township's zoning ordinances. They claimed the zoning administrator had cited them in retaliation for previous conduct, and they filed suit alleging First Amendment retaliation, selective enforcement under the Equal Protection Clause of the Constitution, a takings claim, and inverse condemnation against the zoning administrator in their official and personal capacities.

Around The Nation

Alabama

Denial of application to re-zone from “Rural” to “Comprehensive or Limited Development District” leads to lawsuit

Donahue Land LLC and Lake Martin Inc. (the plaintiffs) filed suit against the City of Auburn, Alabama for breach of contract and for violating their constitutional rights under the Fifth and Fourteenth Amendments. The plaintiffs asked the court for declaratory and injunctive relief concerning the city’s refusal to re-zone their property from a Rural (R) zoning designation to a Comprehensive Development District (CDD) or Limited Development District (LDD) designation.

According to the plaintiffs, a CDD or LDD designation allowed for the best and highest use of their property. The city asked the court to dismiss the matter.

Recently, the U.S. District Court for the Middle District of Alabama dismissed the case, finding that a magistrate judge had properly recommended that the Fifth Amendment takings claim and a state breach of contract claim should be dismissed.

Concerning the Fifth Amendment claim, the magistrate had applied the “*Penn Central* test” to the complaint allegations to determine whether the plaintiffs had plausibly pleaded a regulatory taking of their property when their 2024 zoning request was denied. “That test sets out three non-exclusive factors commonly used to guide courts in determining whether a regulatory taking has occurred for Fifth Amendment purposes: ‘(1) the economic impact of the regulation on the landowner, (2) the extent to which the regulation interfered with the landowner’s reasonable investment backed expectations, and (3) the character of the governmental action.’” the court explained.

Here, the plaintiffs did not argue that this was the wrong test to apply; rather, they contended that the magistrate incorrectly applied it. The court disagreed, finding that the factors of the test had been “properly considered, properly applied, and that the Magistrate Judge reached the correct decision.”

Thus, the Fifth Amendment claim was dismissed.

As for the state breach of contract claim, the court decided not to adopt the magistrate’s recommendation for lack of standing. Instead, it “simply . . . dismissed without prejudice.”

Case note: The plaintiffs also asserted a claim alleging violations of their Fourteenth Amendment rights, but they did not advance an argument as to why that claim should not be dismissed, so the court adopted a magistrate’s recommendation to throw that claim out.

The case cited is *Donahue Land, LLC v. City of Auburn*, 2025 WL 2966703 (M.D. Ala. 2025).

California

A look at Pleasanton’s IBB zoning code updates

The City Council of Pleasanton, California recently updated its zoning code updates to make it easier for businesses focused on innovation to relocate and expand there.

“Innovation-based businesses (IBBs) include industries such as life sciences, biotechnology, robotics, advanced manufacturing, and food technology,” the city explained. “These businesses are clean, modern, and low-impact, operating entirely indoors and often combining office, lab, and small-scale manufacturing space under one roof. By updating the [c]ity’s land use regulations to better accommodate these industries, Pleasanton is strengthening its ability to compete for new investment and high-quality jobs in the Bay Area,” it added.

Pleasanton’s mayor, Jack Balch, added that the code updates will “remove[] barriers and gives[] businesses flexibility to innovate, grow, and succeed while helping Pleasanton remain a hub of opportunity.”

According to the city’s Economic Development Strategic Plan (available at cityofpleasantonca.gov/wp-content/uploads/2024/05/CityOfPleasanton_EconomicDevelopmentPlan_FINAL_Web.pdf) attracting life sciences and biotechnology companies is a “cornerstone goal.” Additionally, the city hopes to foster entrepreneurship and create “clear, predictable pathways for business approvals.”

In sum, the IBB-related zoning code updates:

- set forth a “clear definition for Innovation-Based Businesses, separate from traditional industrial uses, to reduce confusion and provide greater certainty for prospective businesses”;
- expand the places where IBBs can be located, “including key hubs like Hacienda, the Johnson Drive Economic Development Zone, and areas around Stoneridge Mall”;
- streamline design review requirements so “businesses can move forward more quickly when making minor building modifications”; and
- update development standards “to reflect modern industry needs while ensuring new projects fit Pleasanton’s character and remain compatible with nearby neighborhoods.”

Source: cityofpleasantonca.gov

Massachusetts

Land court approves residential building project in Hyde Park section of Boston

The Massachusetts Land Court recently approved the construction of a 204-unit apartment complex in Boston’s Hyde Park neighborhood. The Boston Planning and Development Agency had blocked developer MQMF Hyde Park LLC’s request to proceed with the project, which will be located at 990 American Legion Highway, despite the fact that the zoning district allows multi-family housing “as of right.”

The court ruled that the BPDA could not reject the project or require design changes because under “Article 80” of the state code, its authority was limited to denying “site plan approval for a by-right use . . . only if a problem presented by the site plan [wa]s ‘so intractable that it could admit of no reasonable solution,’ or if the site plan application ‘fail[ed] to furnish adequate information.’”

The case cited is *MQMF Hyde Park LLC v. City of Bos-*

ton, *Massachusetts Land Court, No. 24 MISC 000280 (KTS) (2025)*.

New Hampshire

North Hampton's planning board holds public hearing on zoning code amendments

In October 2025, the North Hampton, New Hampshire planning board held a public hearing on a proposal to amend the town's zoning code, specifically "Zoning Ordinance Section 203.1 Yard and Lot Requirements and Section 301 Accessory Structures," a public meeting notice stated. "The intent of the proposed revision is to reorganize the yard and lot requirements table by moving special use and overlay district yard and lot requirements to the sections of the zoning ordinance which address these special uses and overlay districts."

Additionally, the town is considering changes to the definitions of "permitted uses" and "family day care"—Sections 104, 202.2, 202.3, 202.4, and 403, respectively. Regarding family day care, the "intent of the proposed revision is to bring the Town of North Hampton Zoning Ordinance into conformance with changes to State of New Hampshire law regarding family and group day care uses and to clarify the zoning districts within which these uses are permitted."

Concerning "Accessory Dwelling Unit . . . [t]he intent of the proposed revision is to bring the Town of North Hampton Zoning Ordinance into conformance with changes to State of New Hampshire law regarding accessory dwelling units, including, under certain criteria, the allowance of an accessory dwelling unit by right, the allowance of an accessory dwelling unit in a detached structure, and the

elimination of land use board review and approval of a proposed accessory dwelling unit."

Source: northhampton-nh.gov

Tennessee

Music City holds public hearing concerning push to add close to 100,000 housing units over next 10 years

Nashville is considering bills that would create two new zoning districts called Residential Neighborhood (RN) and Residential Limited (RL) and amend regulations pertaining to detached accessory dwelling units and the Detached Accessory Dwelling Unit (DADU) Overlay District. The push came in follow up to the city's Housing and Infrastructure Study, which predicted the need for 90,000 new housing units over the next decade.

"Metro Nashville Planning staff and several other Metro departments, at the request of the Metro Council, looked at Nashville's residential development and our existing and planned infrastructure capacity to understand if current zoning policies or other barriers harm Metro's ability to address the city's housing needs," the city explained.

On November 4, 2025, the city held a public hearing on BL2025-1005 (RN/RL) and BL2025-1007 (DADUs). For status updates, visit nashville.gov/departments/council/boards/metro-council/meetings/metropolitan-council-meeting-november-4-2025. There you will find access to the public hearing agenda, which includes summaries on the legislation, links to the legislative text, and legislative histories on these and other bills the city is currently considering.

And for information on community engagement surrounding these and other Housing and Infrastructure Study-related bills, visit publicinput.com/s50752#tab-61385.

Sources: engage.nashville.gov; nashville.gov



JANUARY 2026

SUBDIVISION/LAND DEVELOPMENT PLAN COUNCIL ACTION DEADLINES

Title	Submitted	Action Deadline
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SUBDIVISION/LAND DEVELOPMENT PLAN ACTIVITY

Title	Recording Deadline	Comments
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Summit Park Subdivision (Preliminary) will need fully executed plan set once staff is satisfied w/ changes	February 23, 2026	7/17/23 submitted, comment req. sent 7/18; comments due 7/28; revision due 8/7; comments due 8/11; to PC 8/14; to CTC 9/7; 9/8/23 conditional approval letter sent; JRA note is good; 11/4 emailed for extension request; drawings submitted for RR crossing, cost estimate received; looking into grants; revision received 6/11/2025; revisions received 9/29; comments due 10/17, revision due 10/27; comments due 11/14, sent 11/17; revision due 12/1, not received yet
St. Ives Canterbury Crossing	February 17, 2026	6/17 submitted; 6/30 completeness review and comment request letter sent; 7/11 comments due; 7/21 revision due; comments due 7/31; to PC 8/5; to CTC 8/21; 8/22 conditional approval emailed, accepted 8/26; ext req rcvd 10/24, to CTC 11/6, approval sent 11/7
CREW 814 Phase 1 Final	March 18, 2026	9/22 submitted; 9/23 completeness review and comment request letter sent; 10/2 to CTC initial review; 10/24 comments due; revision due 11/3; extension requested by Twp 10/29, granted by PTE 10/30; 11/3 meeting w/ PTE; revision due 11/17; to CTC 11/20; comments due 12/1; revision due 12/8; to CTC 12/18 for action; 12/22 conditional approval letter sent, 12/23 accepted
Greystar Hastings and University Student Housing	March 4, 2026	10/20 submitted; 10/21 completeness review and determined CT staff only review needed; 10/31 comments due; 11/10 revision due; 11/14 comments due; to PC 11/18; to CTC 12/4; 12/5 conditional approval letter sent, 12/11 accepted

PAM Health Subdivision	April 5, 2026	10/28 submitted; 10/29 completeness review and comment request letter sent; 11/14 comments due, sent 11/17; revision due 11/24; to PC 12/2; to CTC 1/5; 1/6 conditional approval letter sent, 1/___ accepted
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MINOR PLANS

Summit Park/Stuckey	Submitted 8/8/2025 Expires 10/7/2025 Record by 3/30/2026	sent to Schnure, Kauffman & Wargo; comments due 8/22; revision due (Tues) 9/2; comments due 9/19; no more comments from staff, approval letter dated 12/30
Maxwell Storage	Submitted 12/22/2025 Expires 02/20/2026	sent to Schnure, Kauffman & Wargo; comments due 1/9/2026; revision due 1/20
PSU-Bee Research Facility	Submitted 1/5/2026 Expires 3/6/2026	sent to Schnure, Kauffman & Wargo; comments due 1/16; revision due 1/26
PSU-Road Realignment	Submitted 1/5/2026 Expires 3/6/2026	sent to Schnure, Kauffman & Wargo; comments due 1/16; revision due 1/26

OTHER

Dale Summit Area Plan	12/22/2023 Draft sent to CTC and PC; Joint meeting CTC/PC 1/24/2024; 1/29 FBC distributed; 3/26 CTC/PC joint meeting; to be remanded to PC 5/7; 5/7 PC had questions about remand; 6/6 CTC received questions, DPZ to answer; 8/6 PC to get into FBC; staff to send 8/6 PC meeting recording to DPZ; 9/3 PC recommended tabling the discussion; joint meeting 11/20/24; sent DPZ link to 11/19 PC meeting and copy of PRD for comment; 1/21/2025 PC/CTC joint meeting to be scheduled soon; Feb & March PC commercial/neighborhood street discussions; 4/30 joint CTC/PC meeting; 5/29 binders distributed to team, 6/3 to PC; joint meeting to be scheduled; 11/18 provided PC with all summary of changes to this point; joint meeting to be scheduled; 1/28 CTC&PC joint meeting; ongoing
College/Houserville/Pike Bridge	PennDOT traffic count to occur early October 2024; meeting 1/16/2025 to address areas of concern, work to be 100 days, traffic detours discussed; 5/28 preliminary utility meeting on-site; 7/1 received design field view package; on-site meeting scheduled for 7/15; detour to be in place 6/1-10/9; ongoing
E College/Gerald/Struble Signal	Coordinate with Columbia Gas and PennDOT; to include traffic and railroad signal; potential start March/April 2025; contractor to layout signal poles, then call meeting with CT, PennDOT & Gibson-Thomas; meeting to be set; 8/29/25 poles delivered; ongoing

E Park System (7 signals)	2/23/24 submitted to PennDOT; awarded August 2024; 1/6/25 Trans provided Eng. Proposal, accepted; counts to begin Feb/March; 3/10 kick-off meeting at CT Trans, CT & PennDOT; 6/4 Trans submitted requested data to PennDOT; 9/2 Trans waiting on PennDOT comments; Comments received; to bid soon; ongoing
E College/322 (4 signals) ARLE	Awarded \$146,320; 9/9/24 Trans starting traffic counts, 9/16 counts completed; 1/6/25 Trans waiting for PennDOT comments; analysis & final design to be completed Jan/Feb 2025; 3/10 Trans received comments from PennDOT; 9/3 Trans making design upgrades from PennDOT comments; bid opening 12/9; has been awarded, NTP issued (?); ongoing
University & Curtin GLG	Grant submitted 2/27/25; to budget \$126,000 for 2026; ongoing
E College & Shiloh + Decibel	Bid opened 8/26, awarded 9/4 to M&B Services; waiting on contractor

TRACKING

126 Randy Lane	Submitted 7/18/2025, Exp 9/16/2025; comments by 8/1; revision 8/11; closing 60 day deadline, to be approved soon
Benner/PSU PFAS	CT comment: keep process open and transparent; DEP acknowledged receipt of PSU NIR (notice of intent to remediate); CT residents impacted by plume (hence transparency request); 10/27 received PIP; established info centers are Benner Township and a website

ENGINEERING BOND/LOC SURETY EXPIRING SOON

Winfield Heights Phase 2 – exp. March 2026

LDP's UNDER CONSTRUCTION

Canterbury Crossing	Winfield Heights
Mount Nittany Medical Center	Home2Suites
PSU Soccer Complex	Rearden Steel
State College VA Parking	335 Innovation Building
UAJA Biosolids Upgrade Project	Nittany Casino
Maxwell Storage	PSU Beaver Stadium
Mount Nittany Elementary School	

Stocker (Zoning)
 Arize (Zoning)
 Jersey Mike's (Zoning)