



**COLLEGE TOWNSHIP COUNCIL
REGULAR MEETING AGENDA
Thursday, February 5, 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. See the College Township website at www.collegetownship.org for detailed instructions on how to participate via zoom.

Written public comments, for specific agenda items, may be submitted until 12:00 noon the day of the meeting by emailing admin@collegetownship.org.

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

COUNCIL MEMBERS:

Susan Trainor, Chair

2026 COMMITTEE ASSIGNMENTS:

COG Executive Committee

COG Public Safety

Tracey Mariner, Vice Chair

COG Human Resources Committee

CT Local Traffic Advisory Committee (LTAC)

Centre Area Cable Consortium

Eric Bernier

COG Land Use & Community Infrastructure Committee (LUCI)

CC Metropolitan Planning Organization Coordinating Committee (CCMPO)

Rich Francke

COG Finance Committee

COG Parks & Recreation Governance Committee

COG Parks Capital

COG Facilities

Gretchen Brandt.....

COG Climate Action & Sustainability Committee (CAS)

Spring Creek Watershed Commission Delegate

CT Industrial Development Authority Liaison (CTIDA)

COLLEGE TOWNSHIP COUNCIL MEETING

CALL TO ORDER / PLEDGE OF ALLEGIANCE

PUBLIC OPEN

DISCUSSION:

For any item not on this agenda. Please limit comments to five minutes.

NEW

AGENDA ITEMS:

Majority vote of Council required to add business item(s) to the agenda.

COUNCIL CONSENT AGENDA

February 5, 2026

CA-1 Minutes, Approval of

- a. January 15, 2026 – College Township Council Regular Meeting Minutes

CA-2 Correspondence, Receipt/Approval of

- a. Email from Don Hartzell on behalf of Mike Grutzeck dated January 26, 2026, regarding resignation from CTWA
- b. Letter from Penn Terra Engineering dated January 27, 2026, regarding time extension for the Canterbury Crossing St. Ives Phase 2 PRD, to May 18, 2026
- c. Email from John Ferguson dated January 28, 2026, regarding SPPA
- d. Email from Abbe Hamilton dated January 28, 2026, regarding winter bike path maintenance

CA-3 Action Item, Approval

- a. Proclamation P-26-01 – Recognizing February as Black History Month
- b. Email from Jennifer Shuey dated January 29, 2026, regarding First Night sponsorship



Photo by Frank Scott, IV

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

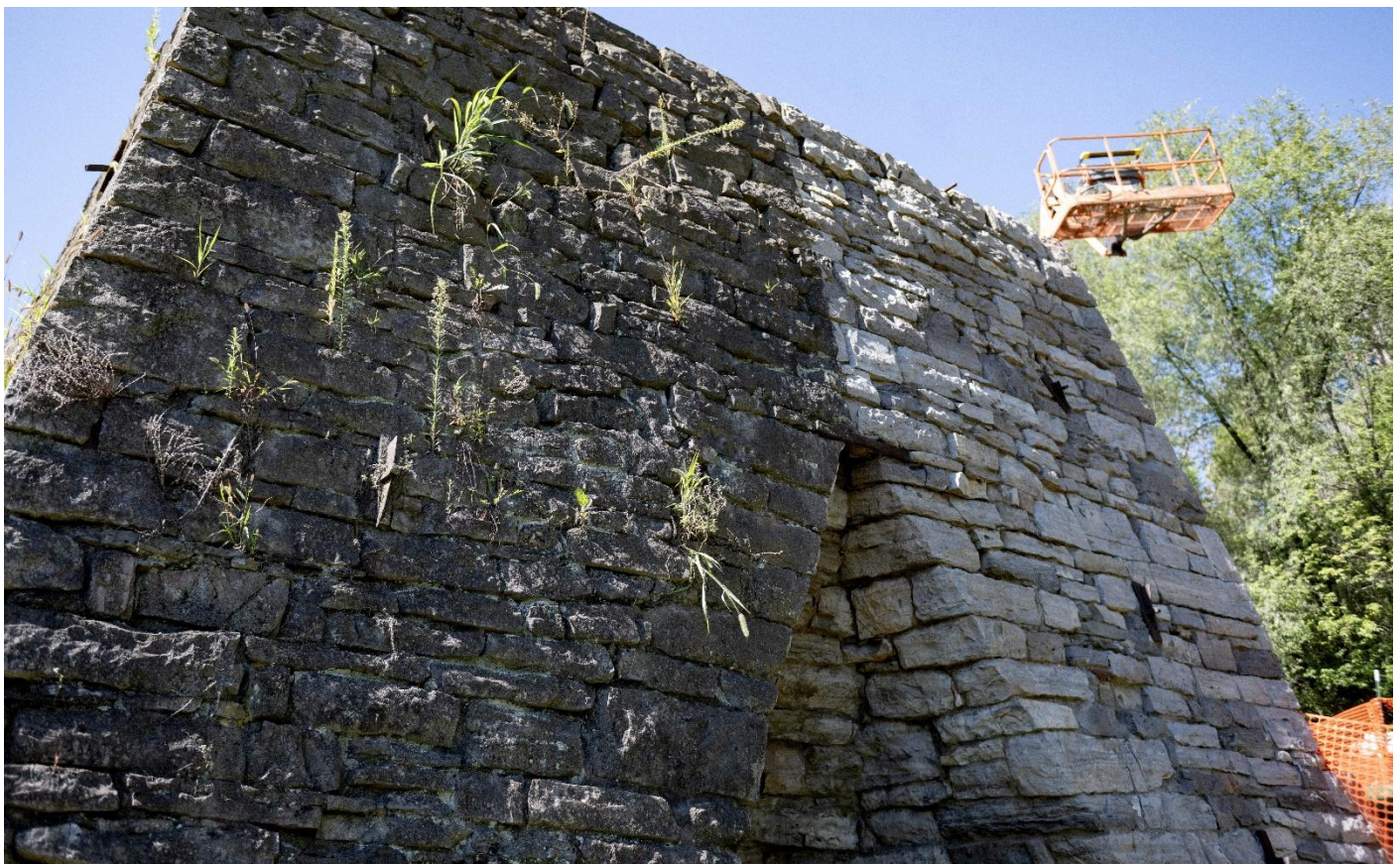
PROPERTY NAME	ADDRESS
Shiloh Church	Shiloh Road & Benner Pike
P. Hoy Farmstead	490 Shiloh Road
Gordon Farmstead	1301 Trout Road
Old Houserville Historic District	Houserville
J. Marvin Lee Tenant House	1657 Old Houserville Road
Starlight Drive-In Theatre	1100 Benner Pike



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.

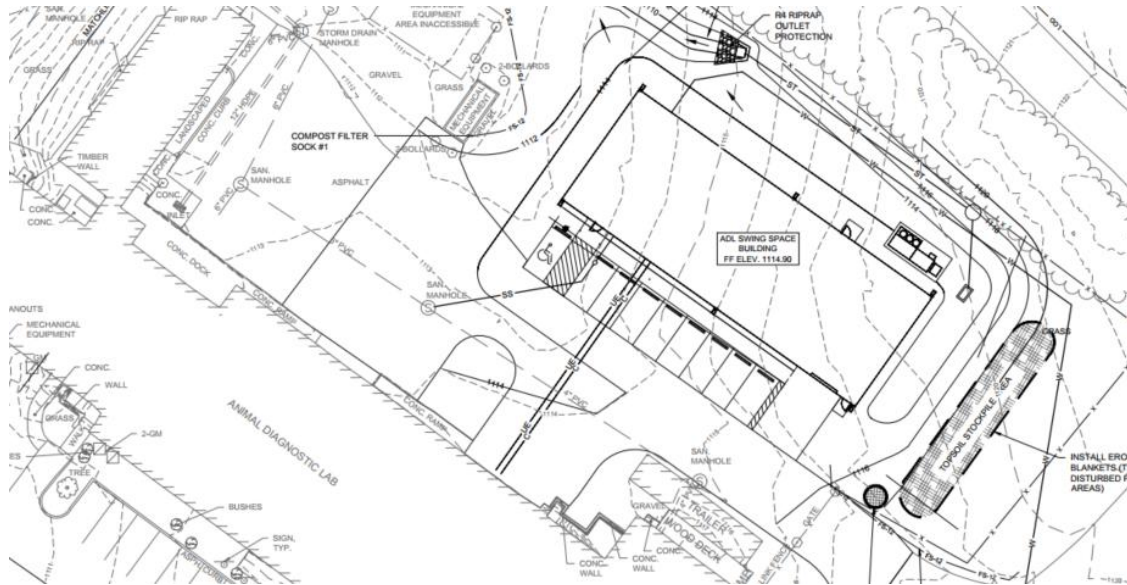
College Township employs a tiered review process, which provides varying levels of scrutiny based on the scale and potential impact of a project. Projects are assessed against clearly defined criteria, and those meeting specific thresholds may qualify for an expedited review. This approach ensures predictability 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.

IV. MEETING HIGHLIGHTS

January 7, 2025 – Planning Commission reorganization meeting took place. The Planning Commission was presented with a land development plan for the Pennsylvania State University Animal Diagnostic Laboratory Swing Space, which a motion was made to recommend Council approve the plan. They also discussed how the Dale Summit Area Form Based Code could be presented moving forward in order to keep the discussions productive.



January 21, 2025 – The Planning Commission reviewed and approved the 2024 PC Annual Report to be presented to Council at their February 20, 2025 meeting. They also discussed the next section of the Dale Summit Area Form Based Code, which included a portion of the zoning regulations.

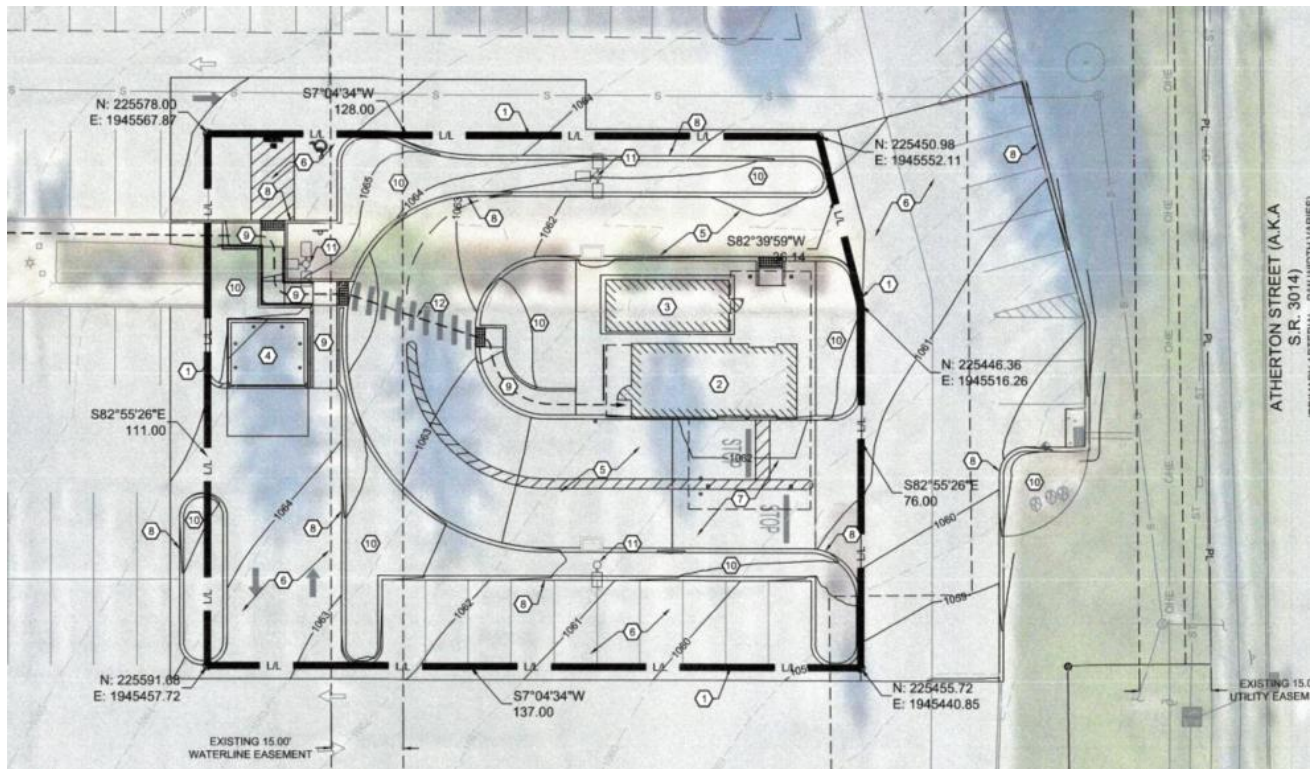
February 4, 2025 – Commissioners reviewed the Development of Regional Impact (DRI) for Clearwater Conservancy, determined the report to have merit and recommended conditions to Council. The Planning Commission also reviewed a few commercial street profiles for the Dale Summit Area Hybrid Form Based Code.



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.



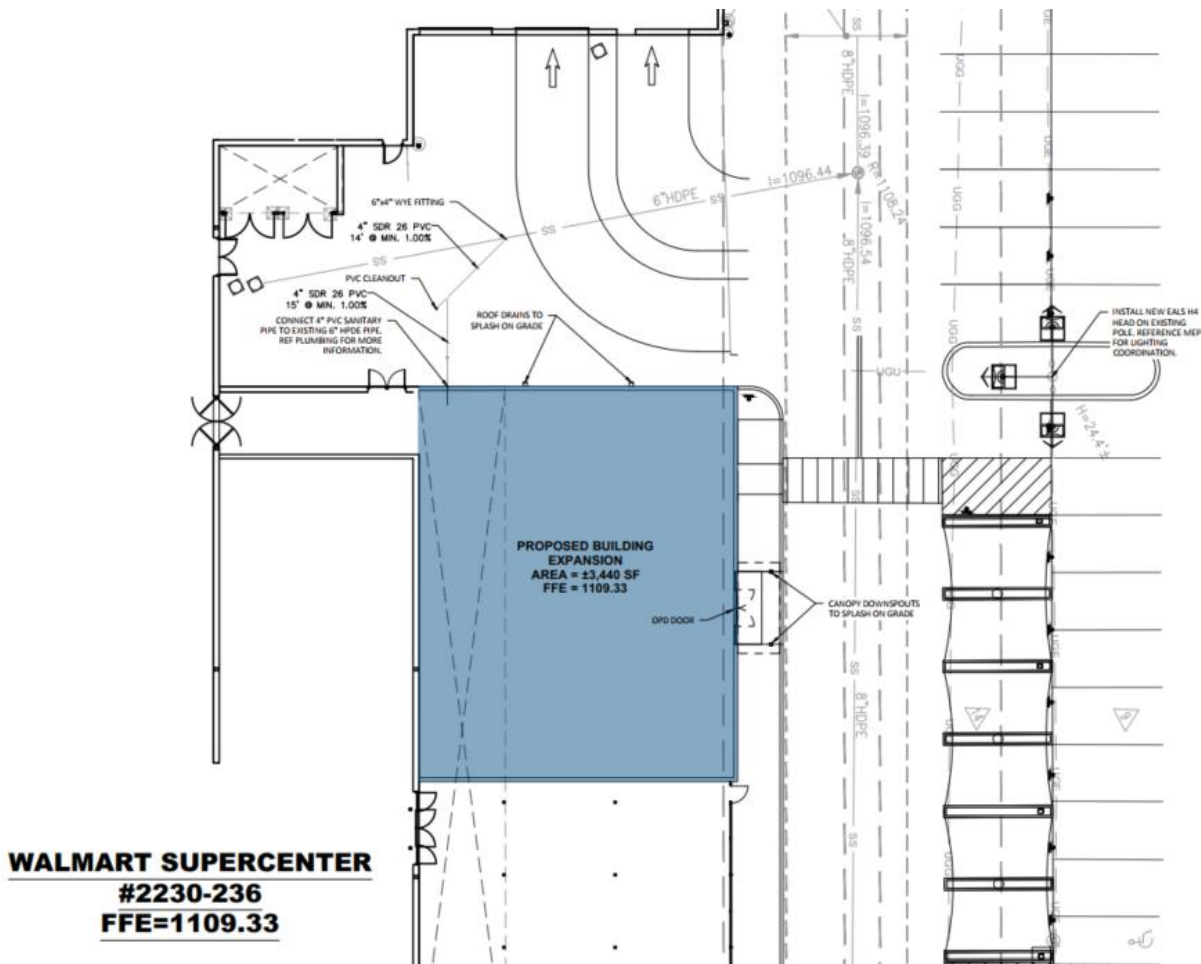
March 4, 2025 – The Planning Commission was presented with a land development plan for 7 Brew Drive Thru Coffee, which they moved to recommend Council approve. The Commissioners were also presented with a few more streetscape options for both neighborhood and commercial streets.



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.

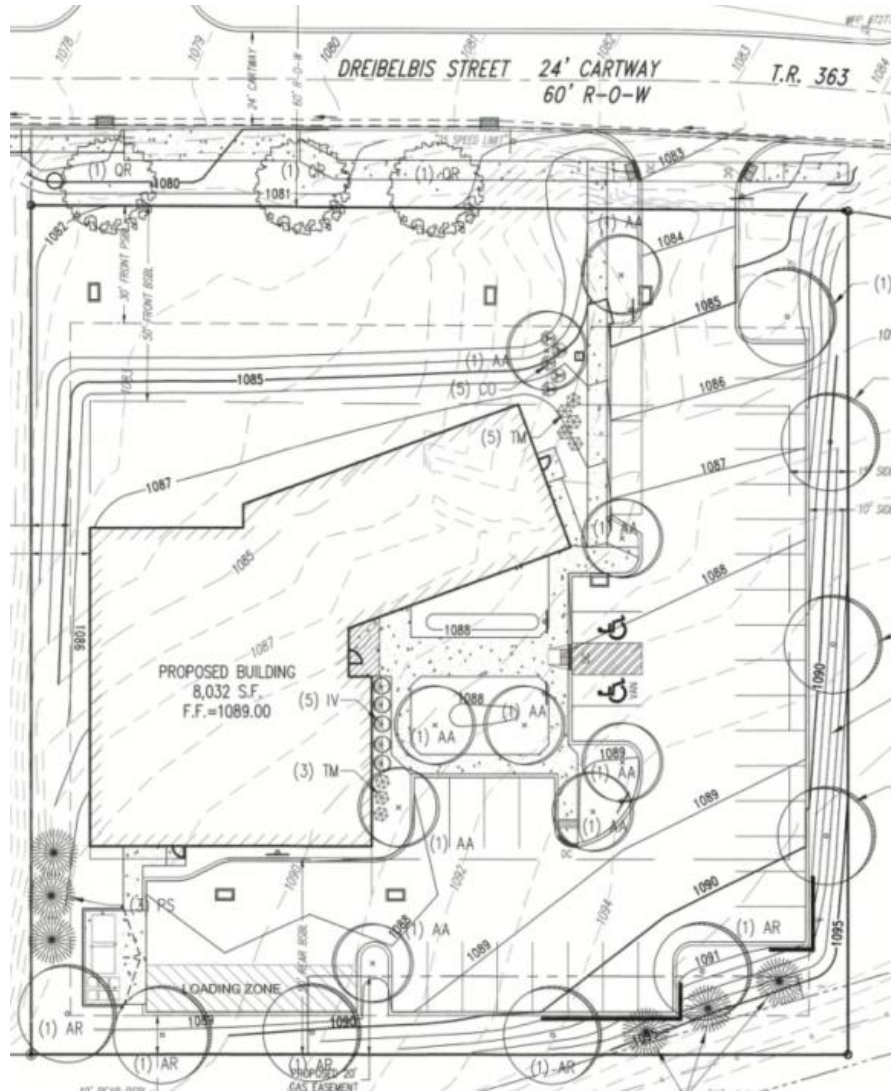


May 6, 2025 – The Planning Commission reviewed the joint meeting with Council and continued discussions on the Hybrid Form Based Code. They determined that a sixteen-foot wide lot is too small for development and differs from the overall vision of the Dale Summit Area. The Planning Commission ultimately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

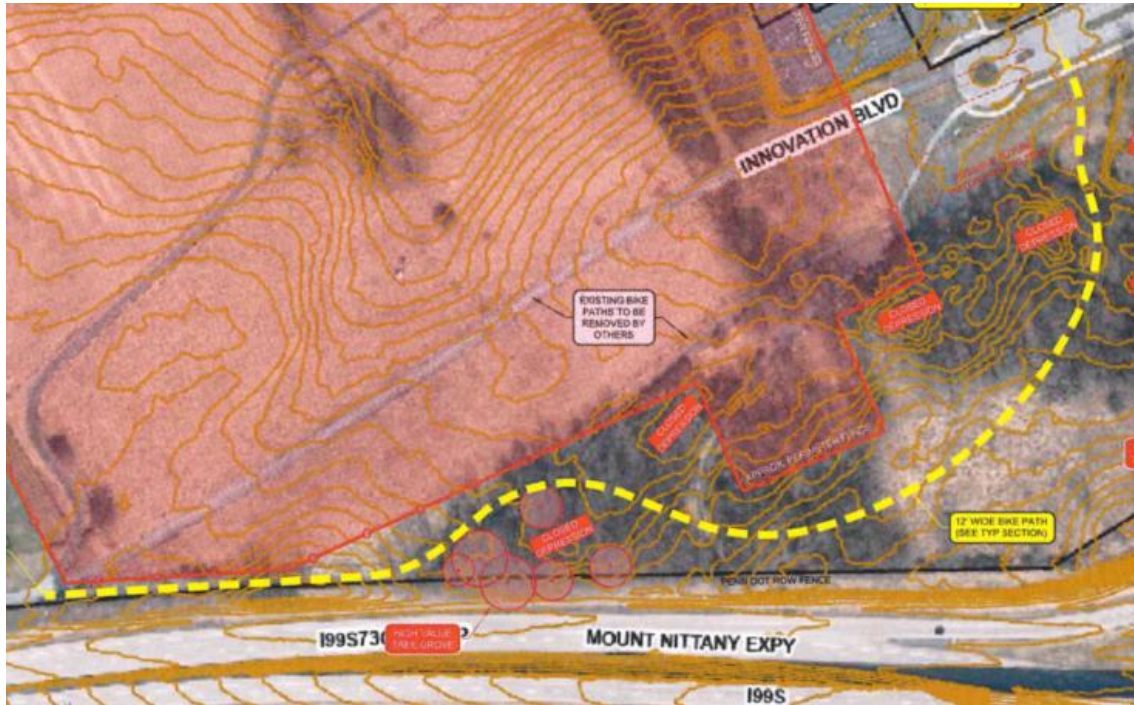


July 15, 2025 – The Planning Commission was presented with an update of the Comprehensive Plan from the Centre Regional Planning Agency. They also reviewed two plans. The first was a sketch plan for a student housing project near Hastings Road and University Drive. The second plan was a land development 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.

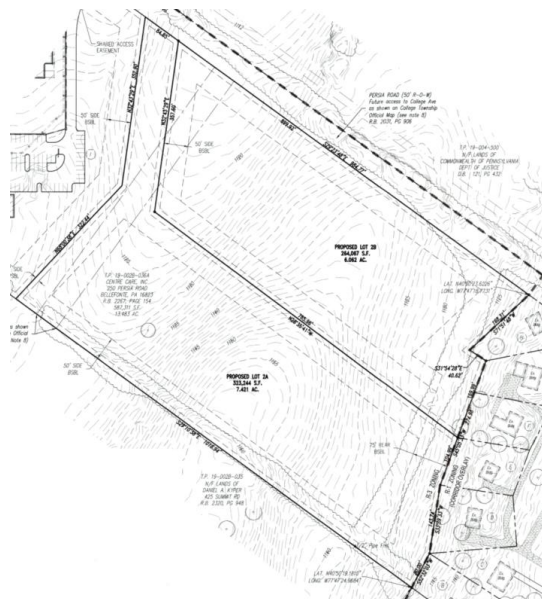
August 5, 2025 – The Planning Commission was presented a final plan for the St. Ives Canterbury Crossing Residential Development. The plan was presented for informational purposes only and not recommendation was made to Council. The Planning Commission also discussed height & façade and lot coverage,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

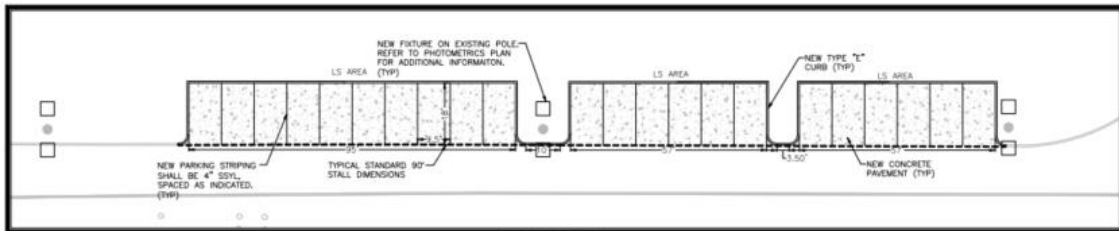


September 16, 2025 – The Planning Commission was presented with a Subdivision Plan for Centre Care and recommended Council approve the plan. Additionally, they reviewed a Development of Regional Impact report for PAM Health and made a motion to table the discussion until more information and further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

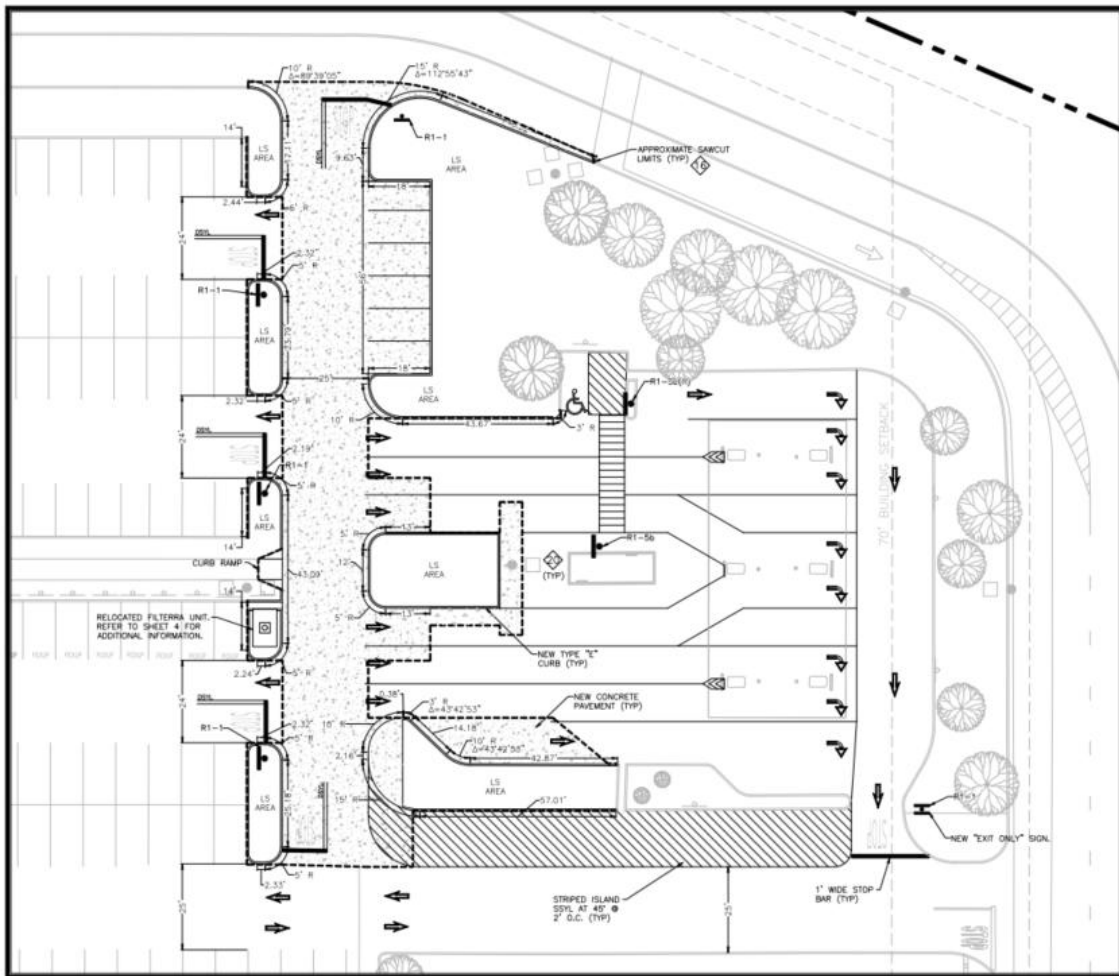


October 7, 2025 – The Planning Commission considered three items of Old Business, the Sign Ordinance, the Development of Regional Impact (DRI) report for PAM Health, and the open space types within the Dale Summit Area. Following discussion of each topic, the Commission either reached a consensus or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

February 5, 2026

**Status: (C) = Complete; (I) – Incomplete; (D) = Dropped;
(R) - Rewritten**

(I) 21-04 Dale Summit Small Area Plan (SAP)/Form Based Code

Abridged Comments: 10/19/21, 11/1/21, 11/11/21, 11/29/21, 12/13/21, 1/11/22, 1/31/22, 2/11/22, 2/24/22, 3/8/22, 3/29/22, 4/18/22, 5/12/22, 5/24/22, 6/2/22, 6/7/22, 6/13/22, 7/14/22, 8/1/22, 8/15/22, 8/29/22, 9/9/22, 10/3/22, 10/28/22, 11/14/22, 11/28/22, 12/6/22, 12/28/22, 1/11/23, 1/26/23, 2/6/23, 4/3/23, 4/17/23, 4/20/23, 5/12/23, 5/18/23, 6/01/23, 6/12/23, 6/26/23, 7/11/23, 7/28/23, 09/1/23, 9/11/23, 9/12-13/23, 10/16/23, 10/23/22, 12/4/23, 12/19/23, 1/29/24, 1/29/24, 2/6/24, 4/1/24, 4/12/24, 4/23/24, 6/3/24, 6/17/24, 7/17/24, 8/7/24, 8/29/24, 10/14/24, 1/17/25, 3/13/25, 4/14/25, 4/28/25, 5/30/25, 6/13/25, 7/14/25, 7/30/25, 8/29/25, 9/26/25, 10/7/25, 10/31/25, 11/18/25, 12/01/25, 12/15/25, 1/9/26.

Comments: 1/28/26 CTC/PC joint meeting completed. No show stoppers identified.

(I) 19-08 Solar Power Purchasing Agreement

Abridged Comments: 8/28/19, 9/29/19, 10/10/19, 12/13/19, 1/8/20, 1/10/20, 1/23/20, 2/28/20, 3/5/20, 5/7/20, 5/22/20, 2/11/22, 8/13/22, 8/29/21, 9/2/21, 11/19/21, 5/2/22, 5/5/22, 6/30/22, 8/18/22, 10/3/22, 10/20/22, 11/14/22, 11/28/22, 12/12/22, 01/17/23, 2/7/23, 2/23/23, 3/1/23, 3/2/23, 4/17/23, 5/12/23, 7/22/23, 8/23/23, 9/13/23, 9/13/23, 9/26/23, 9/27/23, 10/24/23, 12/4/23, 12/13/23, 1/22/24, 2/6/24, 3/4/24, 3/5/24, 4/1/24, 4/12/24, 6/3/24, 6/17/24, 7/29/24, 8/7/24, 8/29/24, 9/16/24, 9/25/24, 10/3/24, 10/9/24, 11/1/24, 11/13/24, 12/2/24, 12/23/24, 1/6/25, 1/27/25, 4/28/25, 5/6/25, 6/16/25, 6/25/25, 7/30/25, 8/6/25, 9/26/25, 10/10/25, 10/31/25

Comments: 12/1/25 Solar Group to meet on 12/3 to receive/discuss current project status update.
12/3/25 Prospect14 doubtful project can be funded. Solar Group needs additional detail to determine how to proceed.
1/20/26 **SPPA Executive Session held with participating entities.**

(I) 21-05 Path to Campus (East College Avenue Shared Use Path)

Abridged Comments: 9/3/21, 9/13/21, 10/1/21, 11/1/21, 11/5/21, 4/22/22, 5/12/22, 6/9/22, 6/13/22, 7/8/22, 7/25/22, 8/18/22, 8/29/22, 9/1/22,

10/28/22, 10/31/22,11/12/22,11/28/22, 12/12/23, 01/12/23,
4/03/23, 4/17/23, 4/28/23, 5/12/23, 5/17/23, 7/14/23, 7/25/23,
12/4/23, 12/4/23, 3/26/24, 5/8/24, 6/3/24, 7/18/24, 8/7/24,
8/29/24, 9/16/24, 10/14/24, 11/4/24, 11/7/24, 1/7/25, 5/7/25,
5/30/25, 6/23/25, 7/30/25, 8/8/25, 9/26/25, 10/3/25, 10/31/25,
11/7/25, 12/01/25.

Comments: 12/9/25 Pricing for Phase I archeological study in hand. Need to coordinate entry with PSU.

12/19/25 Right-of-Entry forwarded to PSU for archeological work.

(I) 25-01 Municipal Facility Renovations

Abridged Comments: 6/13/25, 6/25/25, 7/14/25, 8/01/25, 8/18/25, 9/26/25, 10/9/25, 10/31/25, 11/13/25.

Comments: 12/1/25 Proposed 2026 budget includes funding for advanced design/engineering and phasing plan for the building renovations.

1/5/26 Estimate for renovation design work expected by 1/9/26 from Kimmel.

1/15/26 Staff recommended and Council approved the proposal by Kimmel for architectural services at a cost not to exceed \$155k. Also appointed members of the Municipal Building Renovation Committee.

CRCOG / REGIONAL MEETING REPORT
(One Meeting Report Per Form)

1. NAME OF MEETING ATTENDEE(S): _____

2. REPORTING ON WHICH COMMITTEE: _____ DATE: _____

3. REQUIRES COUNCIL COMMENTS BACK TO COMMITTEE: YES NO

If YES, describe briefly:

4. BRIEF OVERVIEW OF MEETING:

5. LINK TO COG COMMITTEE MEETING AGENDA: _____

4. OVERVIEW CONTINUED:

COUNCIL CONSENT AGENDA

February 5, 2026

CA-1 Minutes, Approval of

- a. January 15, 2026 – College Township Council Regular Meeting Minutes

CA-2 Correspondence, Receipt/Approval of

- a. Email from Don Hartzell on behalf of Mike Grutzeck dated January 26, 2026, regarding resignation from CTWA
- b. Letter from Penn Terra Engineering dated January 27, 2026, regarding time extension for the Canterbury Crossing St. Ives Phase 2 PRD, to May 18, 2026
- c. Email from John Ferguson dated January 28, 2026, regarding SPPA
- d. Email from Abbe Hamilton dated January 28, 2026, regarding winter bike path maintenance

CA-3 Action Item, Approval

- a. Proclamation P-26-01 – Recognizing February as Black History Month
- b. Email from Jennifer Shuey dated January 29, 2026, regarding First Night sponsorship



Photo by Frank Scott, IV



COLLEGE TOWNSHIP COUNCIL
REGULAR MEETING MINUTES
Thursday, January 15, 2026
1481 E. College Avenue, State College PA 16801
Hybrid Meeting (In-Person or via Zoom)

**ATTENDED BY –
COUNCIL:**

Susan Trainor, Chair
D. Richard Francke
Eric Bernier

STAFF:

Adam T. Brumbaugh, Township Manager/Secretary
Mike Bloom, Assistant Township Manager
Don Franson, P.E., P.L.S., Township Engineer
Lindsay Schoch, AICP, Principal Planner
Keri Kenepp, Director of Community & Economic Development
Mark Gabrovsek, Zoning Officer

ABSENT:

Tracey Mariner, Council
Gretchen Brandt, Council
Amy Kerner, P.E., Public Works Director
Katy VanAmburg, Assistant Township Secretary

CALL TO ORDER: Ms. Susan Trainor, Council Chair, called to order the January 15, 2026, Regular meeting of the College Township (CT) Council at 7:00 PM and led in the Pledge of Allegiance.

ANNOUNCEMENT: Chair Trainor announced that Council met in Executive Session at the conclusion of the January 5, 2026 Regular 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 Thompson Woods Preserve Annual Update

Mr. Mike Bloom, Assistant Township Manager, and Mr. Bill Keough, Thompson Woods Preserve Governance Committee Chair, provided Council with a presentation and annual update on the state of the Thompson Woods Preserve.

Mr. Bloom stated the Preserve consists of two (2) forested parcels totaling 43.36 acres in CT and State College Borough. He noted the Preserve is restricted to passive outdoor recreation use that minimizes disturbance of the natural landscape of plants and wildlife as well as conservation efforts. He discussed the history of the Governance Committee and noted that in 2022, an intermunicipal agreement between the two (2) municipalities was signed establishing a new governance structure which consists of two (2) Committees, Governance and Advisory.

Mr. Bloom stated the Committee structure needs to be revisited and noted that discussions will occur in future about merging the Governance and Advisory Committees.

Mr. Bloom identified four (4) ongoing priorities of the Governance Committee that include 1) branding and education 2) maintenance of the Preserve 3) forest management and 4) enforcement.



Mr. Keough stated the Forest Restoration Plan is currently being updated by Mr. Mike Wolf from Appalachian Forest Resources. The Plan documents issues affecting the health of the forest and identifies treatment options. He noted the Preserve is currently not in a healthy state as there is invasive vegetation present prohibiting regeneration of the forest canopy.

Mr. Keough noted ongoing initiatives of the Governance Committee include continuing to foster collaborative relationships, adopting an entrance plan and wayfinding signage, maintaining the Preserve, and identifying additional funding sources.

Mr. Keough offered his appreciation to Mr. Bloom for his efforts with the Governance Committee. Council offered appreciation to Mr. Bloom and Mr. Keough for their presentation.

SP-2 Form Based Code Status Update

Ms. Lindsay Schoch, AICP, Principal Planner, offered a presentation on the development of hybrid Form Based Code (FBC) in the Dale Summit Area (DSA), in preparation for the joint meeting of Council and Planning Commission (PC) on January 28, 2026. She reviewed the DSA Plan Vision and noted the overarching Vision is to transform the DSA into the Gateway to College Township.

Ms. Schoch stated FBC is modernized Zoning that prioritizes building *form* over specific *uses*, allowing for more flexibility in development. She noted FBC still considers uses, but also considers form, and combines Residential with Commercial development. Two (2) Zoning districts are proposed consisting of 1) Mixed Core and 2) Mixed Neighborhood.

Ms. Schoch noted the PC has worked diligently on developing aspects of the Code including block structure, setbacks, streetscapes, building and lot coverage, parking, and open spaces. She presented renderings of the Crew814 Planned Residential Development (PRD) to provide visual context for the DSA.

Ms. Schoch stated the next steps in developing FBC will be focused on the regulating plan (former Zoning map but now referred to as Form districts), special districts, and permitted uses. She emphasized the need for more community input and encouraged both residents and developers to attend future PC meetings to help in developing the final Ordinance.

Council offered appreciation to Ms. Schoch for her presentation.

PLANS: P-1 None

REPORTS:

a. Manager’s Update

Mr. Brumbaugh offered the Manager’s Update report as presented. No additions were made to the report. He stated there is a meeting scheduled for the SPPA Working Group on Tuesday, January 20, 2026, and noted he included a memorandum regarding winter maintenance on Spring Hill Lane.

b. COG Regional, County, and Liaison Reports

COG Finance Committee: Mr. Francke reported the COG Finance Committee met on January 15, 2026, and held their Reorganization meeting. The Committee continued its review of the Fund Balance Policy.



Land Use and Community Infrastructure (LUCI) Committee: Mr. Bernier reported the LUCI Committee met on January 15, 2026, held their Reorganization meeting, and met jointly with the Climate Action and Sustainability (CAS) Committee. The Committee discussed a potential merger of the two (2) Committees, and received an update from Dr. Lara Fowler on the PSU-COG disaster preparedness project.

COG Public Safety Committee: Ms. Trainor reported the COG Public Safety Committee met on January 13, 2026, and held their Reorganization meeting. The Committee received an update from Dr. Lara Fowler on the PSU-COG disaster preparedness project, and heard updates from Code Administration and Emergency Management. She noted the FEMA Active Shooter trainer is available online and encouraged all to complete the course.

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

No Staff, PC, or Other Committee Reports were presented to Council.

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

Mr. Bloom offered nothing additional to his DEIB report of January 5, 2026. He noted the MLK, Jr. Memorial Banquet at PSU is this evening and both Ms. Mariner and Ms. Brandt are attending on behalf of CT.

CONSENT AGENDA:

CA-1 Minutes, Approval of

- a. December 30, 2025 – College Township Council Public Hearing Minutes
- b. December 30, 2025 - College Township Council Regular Meeting Minutes
- c. January 5, 2026 – College Township Council Reorganization Meeting Minutes
- d. January 5, 2026 – College Township Council Regular Meeting Minutes

CA-2 Correspondence, Receipt/Approval of

- a. Letter from CCRRA received January 5, 2026, regarding Enforcement Officers
- b. Email from John Peterson dated January 6, 2026, regarding resignation from CTIDA
- c. Email from PSATS dated January 9, 2026, regarding scholarships
- d. Email from John Ferguson dated January 9, 2026, regarding Public Works
- e. Email from Andrew Shaffer dated January 9, 2026, regarding Casino
- f. Letter from Centre Co. Adult Services dated January 5, 2026, regarding Point in Time initiative
- g. Email from John Ferguson dated January 14, 2026, regarding SPPA Work Group

CA-3 Action Item, Approval

- a. Resolution R-26-07 – Speed Limits – Rock Road
- b. Municipal Manager Employment Agreement
- c. Fiore Fedeli Accounting and Auditing Services Agreement dated January 9, 2026

Mr. Francke made a motion to approve the Consent Agenda minus CA-2.b. and CA-2.g.

Mr. Bernier seconded the motion.

Motion carried unanimously.



CA-2.b.: Mr. Bernier inquired about whether Mr. Peterson would be willing or able to serve on another ABC. Ms. Kenepp stated that Mr. Peterson is now traveling more frequently for work and has family commitments, but he is willing to stay engaged with the CTIDA Working Groups as a Subject Matter Expert.

CA-2.g.: Mr. Brumbaugh acknowledged the email from Mr. Ferguson, and offered his appreciation for Mr. Ferguson’s willingness to volunteer. He noted Township Liaisons have been appointed to other boards and Work Groups, but feels it premature to do so since the future of the SPPA Work Group is unknown at this time. Council agreed, and directed Staff to follow up with Mr. Ferguson.

**Mr. Francke made a motion to approve CA-2.b. and CA-2.g. as part of the Consent Agenda.
 Mr. Bernier seconded the motion.
 Motion carried unanimously.**

OLD BUSINESS: OB-1 Building Renovation Proposal

Mr. Bloom offered a memorandum dated January 12, 2026 outlining details of a proposal from Kimmel Architecture for the CT Municipal Building renovation design. This proposal details the full architectural and engineering services required for design, bidding and construction of the building renovation project. Council was provided with the proposal for their review.

Mr. Bloom stated the 2026 CT Budget included a \$175,000 line item for the next phase of design/engineering of the renovation project. The proposed fee from Kimmel for these services was \$151,800, which is within the budgeted amount.

Mr. Bloom noted professional services, such as architectural and engineering consultants, are generally exempt from formal competitive bidding requirements under the Second-Class Township Code. In these instances, CT has typically taken one of the following options 1) direct appointment of a professional 2) Request for Proposals/Qualifications (RFP/RFQ). Kimmel was selected through the RFP process.

Mr. Bloom noted it is Staff’s recommendation that Council appoint Kimmel Architecture to perform the next phase, including the full architectural and engineering services required for design, bidding and construction of the building renovation project. Furthermore, a Municipal Building Renovation Committee would work directly with Kimmel for the next phase of the project and would include the following:

- Rich Francke, Council
- Amy Kerner, Public Works Director
- Shane Adams, Public Works Technology & Operations Manager
- Adam Brumbaugh, Township Manager
- Mike Bloom, Assistant Township Manager

**Mr. Francke made a motion authorizing Staff to continue working with Kimmel Architecture to negotiate and finalize the proposal not to exceed the amount of \$155,000 and authorizes the Township Manager to execute the proposal.
 Mr. Bernier seconded the motion.
 Motion carried unanimously.**

OB-2 Street Light Policy Review



Mr. Brumbaugh stated that the review of the existing Street Light Policy is in response to an email in November from Mr. & Mrs. Cawthern who requested additional street lighting on Mulberry Lane in Lemont. Council was provided with the Policy for their review.

Mr. Brumbaugh reviewed the history of the Policy and acknowledged the need for updates as the Policy was written in 2000 and last revised in 2014.

Mr. Brumbaugh stated the Policy states there should be a “compelling need” for the installation of new street lights by the Township, and the Township pays all energy and maintenance costs for street lights on public streets. Additionally, if the Township receives a request for new street lights, it must be done so in writing and at least four (4) other property owners must provide proof that they are in favor of the request. If the request does not meet the Policy criteria for a “compelling need”, the light can still be constructed, but would be paid for by the requestor(s). The Township would then be responsible for all repair, maintenance, and energy costs associated with the light.

Discussions occurred about the current Street Light Policy and potential overlap with the Sidewalk Ordinance. Council requested Staff review both the Policy and Ordinance for the purpose of continuity. Staff will present an updated draft of the Street Light Policy at a future meeting.

NB-1 CT Policy A-008 – Proposed Revisions

Mr. Brumbaugh stated that proposed revisions to CT Policy A-008, Safety Clothing and Eye Glass Reimbursement, came from a recommendation from the CT Safety Committee. Council was provided with a draft revised Policy.

He noted currently, the Policy provides reimbursement for Work Boots for Public Works employees, the Ordinance and Zoning Officers, and Engineers. The Safety Committee was asked to consider changes to the Policy to be more inclusive of other employees who routinely perform field work and often visit construction sites.

Council discussed and consensus was that the Policy should reflect that *any* employee the Safety Committee deems eligible shall be reimbursed for the expense of Work Boots. Staff will present an updated draft of the Safety Clothing and Eye Glass Reimbursement Policy at a future meeting.

STAFF

INFORMATIVES: **SI-1 December 2025 OEO Report**
 SI-2 2025 OEO Year End Report

COUNCIL/STAFF OTHER MATTERS: No *Other Matters* were brought forward.

ADJOURNMENT:

Chair Trainor called for a motion to adjourn the meeting.

**Mr. Francke moved to adjourn the January 15, 2026
 Regular College Township Council meeting.
 Mr. Bernier seconded the motion.**

The January 15, 2026 Regular College Township Council meeting was adjourned at 8:35 PM.

Respectfully Submitted,



Draft

Adam T. Brumbaugh
Township Secretary/Manager



Fw: Mike Grutzeck

From Adam Brumbaugh <abrumbaugh@collegetownship.org>

Date Mon 1/26/2026 1:40 PM

To Katy VanAmburg <kvanamburg@collegetownship.org>

Cc Mike Bloom <mbloom@collegetownship.org>

Katy,

Please include the email from Don Hartzell in upcoming Council correspondence. We are going to accept Don's email as Mike Grutzeck resignation from the CTWA Board.

Thanks, Adam

From: Donald Hartzell <donhartzell46@gmail.com>

Sent: Monday, January 26, 2026 12:38 PM

To: Adam Brumbaugh <abrumbaugh@collegetownship.org>

Subject: Mike Grutzeck

Adam,

Mike will be moving to Foxdale permanently at the end of this month. (He has been there in rehab for several months.) I told him he needed to send you an email denoting his move. In case he doesn't, this is your notification. I visited him to get his CT Manager evaluation, gave him some Sesquicentennial momentos, and thanked him for his service to the CTWA.

Don Hartzell

703-347-5059

250 Brush Valley Rd.

Boalsburg, PA 16827



RECEIVED

JAN 27 2026

College Township
ENGINEERING DEPARTMENT

Corporate Office:
3075 Enterprise Drive
State College, PA 16801
(814) 231-8285
www.pennterra.com

January 27, 2026

College Township Council
Attn: Susan Trainor, Chair
1481 East College Avenue
State College PA 16801

RE: Canterbury Crossing PRD, St. Ives Phase 2 – request for time extension

Dear Council,

On behalf of our Clients, S &A Homes, Inc., Developers of the St. Ives Phase 2 parcel, we are respectfully requesting a 90-day time extension for recording of the plan for the above referenced project.

An application package has been submitted to Centre County Conservation District for NPDES permitting for the site, and it is still currently under review. The administratively complete letter has been provided, but no comments have been issued yet. Complete NPDES approval is required for plan sign off and recording

The request would extend the recording deadline to May 18th, 2026.

If anything else is needed to consider, please contact me a (814) 231-8285, extension 306 or e-mail me at afruchtl@pennterra.com.

Sincerely,

A handwritten signature in blue ink that reads "C. Anthony Fruchtl".

C. Anthony Fruchtl, P.E.
Project Manager

Cc: General file 93194



RE: SPPA - Sub Working Group - Update My Volunteerism to the Group

From JOHN FERGUSON <jferg912@comcast.net>

Date Wed 1/28/2026 11:40 AM

To Mike Bloom <mbloom@collegetownship.org>

Cc Adam Brumbaugh <abrumbaugh@collegetownship.org>; CTCouncil <ctcouncil@collegetownship.org>

Dear Mike,

Acknowledging your response to me regarding the above subject, thank you. However, it is very disappointing to see elected officials and administrative state get us to where we are today with this matter, especially CT(College Township). I want to be perfectly clear to CT, I have no interest to serve as a community liaison if the SPPA becomes a reality.

With so many "red flags" raised by current or former elected officials, legal counsel, and others regarding the SPPA, you would think CT Council or administration would have paused to get feedback from those individuals before proceeding with approval of the Agreement? Maybe you can shed light this was done and who was consulted? I can personally attest I was never contacted by anyone from CT, after raising obvious "red flags" on a local radio talk show regarding project management, valuation, Agreement, etc. from my SME in the energy sector. It took me up to an hour of reviewing the information online and an iteration of the Agreement to realize challenging questions and debate was needed on this matter for which I and others communicated out. However, those involved in approving the SPPA will have to reconcile with themselves as to whether they truly desired constructive feedback which may have been perceived to not fit a narrative in their decision making process.

For a moment, step back and think how many CT hard-earned tax dollars expended in direct payments, staff time, etc. could have been saved by seeking out constructive feedback before moving forward on the approval of the SPPA? Stating that, I am more than glad to meet with you to discuss those "red flags" I saw regarding this matter. My intent would be to demonstrate my support to provide that SME on evaluating future projects, which hopefully leads to better business decisions going forward in CT.

Sincerely,

John Ferguson
814-470-3675

On 01/14/2026 12:47 PM EST Mike Bloom <mbloom@collegetownship.org> wrote:

Good afternoon John,

Following up on your message from earlier today, your email has been added to the 1/15/26 Regular Council Meeting Agenda as item CA-2.g of the Consent Agenda.



winter bike path infrastructure maintenance

From Abbe Hamilton <abbethh@gmail.com>

Date Wed 1/28/2026 1:51 PM

To Adam Brumbaugh <abrumbaugh@collegetownship.org>; CTCouncil <ctcouncil@collegetownship.org>; Katy VanAmburg <kvanamburg@collegetownship.org>

 1 attachment (305 KB)

college township bike letter.pdf;

Dear Mr. Brumbaugh and the College Township Council,
Attached, please find a letter concerning winter bike/ped path maintenance. Please treat it as written public comment and forward as necessary to relevant parties.

Thank you,

Abbe Hamilton

2144 Mountainview Ave

State College, PA 16801

Jan 28, 2026

Dear College Township,

For me, the best thing about living in Houserville is that I can bike to work at the university: it's three miles one way, relatively flat, and most of the year, I feel very safe on the commute because it's almost entirely on bike paths. I love that we have bike paths that are completely separate from motor vehicle traffic, and I love that I can cut through Spring Creek Park rather than take the roads.

However, this perfect system falls apart when there is snow or ice on the ground. When bike paths don't get plowed, even for a day after any amount of snowfall, foot and bike traffic pack in a slippery corridor that quickly turns to ice, which can linger for weeks. This is more dangerous for cyclists than walkers since bikes move faster and thus have less reaction time. This is compounded in the winter since days are shorter and commuters are likelier to ride in the dark or dusk. When cyclists can't ride the bike paths due to ice or snow, they have to commute on roads in the most dangerous conditions, since the shoulder is often full of some combination of snow drift, ice, and slush. And, even when the bike paths do get plowed, well after the roads are clear, there are oversights like the one in the photo, or no snow removal on the Spring Creek Park sidewalk, or no follow-up snow removal on bike paths under the highway overpass where slush spills down, all of which are inconvenient and/or dangerous.

Suffice to say that, although I love bicycling enough to do it yearround, the current way that the Township handles winter weather conditions on bike and pedestrian routes (including road shoulders) does not facilitate or encourage yearround non-car commuting.

Inconsistent or inadequate maintenance of these rights-of-way discourages their use, undermines public trust in the local government, and counters State College's alleged commitment to being a [bicycle-friendly community](#). I believe additional consideration to non-car users could make a huge difference in encouraging more of it.

I am a die-hard believer: I commute to town from Houserville about 160 times a year on bicycle rather than car. Every time I see a line of cars on Park Avenue, I feel glad that I am not participating in congestion. I just wish the conditions were easier for others who are not as sold as me to feel safe doing it yearround.

I encourage the Township to:

- Revisit their snow clearance policy on the bike/pedestrian paths and consider more prompt removal, snow brushing after light snowfall, or frequent follow-ups post-snowfall to sand/remove ice.
- Include Spring Creek Park sidewalk in snow removal schedule.
- Emphasize clearing road shoulders (particularly Houserville, Puddintown, Orchard, and Park) post snowfall.
- Prioritize building a protected bike/pedestrian lane on Park Ave between the hospital and the stadium.
- Keep up with tree branch pruning on Houserville Rd bike path immediately adjacent to Spring Creek, where branches of an ornamental tree and a pine are currently at face-level for bicyclists.
- Address the low spot in the Spring Creek Park parking lot/sidewalk ([see map](#)) where water regularly collects and freezes.

Respectfully,

Abbe Hamilton

abbethh@gmail.com

603-562-0754



Jan 28, 2026, 8am. Snowfall stopped Jan 26, 2026. Photo depicts no plowed connection to Orchard road at the top of the orchard road bike path, requiring riders to posthole onto the road.

**COLLEGE TOWNSHIP
CENTRE COUNTY, PENNSYLVANIA**

PROCLAMATION P-26-01

**A PROCLAMATION OF THE TOWNSHIP OF COLLEGE, CENTRE COUNTY,
PENNSYLVANIA, RECOGNIZING FEBRUARY AS BLACK HISTORY MONTH**

WHEREAS, Black History Month is observed each February to recognize and honor the rich history, culture, and contributions of African Americans, whose achievements have shaped the social, economic, scientific, political, and cultural foundations of the United States; and

WHEREAS, the Association for the Study of African American Life and History (ASALH) has designated the 2026 theme as “**A Century of Black History Commemorations**,” celebrating 100 years of national observances—from the first Negro History Week in 1926 to the present day—that deepen public understanding of Black history, life, and culture and reinforce the importance of historical remembrance in the pursuit of equity and justice; and

WHEREAS, this centennial theme highlights the impact and meaning of public commemorations in transforming how Black people view themselves and how the world perceives the role and significance of Black history in the modern world; and

WHEREAS, commemorating a century of Black history observances provides an opportunity for community members of all ages and backgrounds to engage in education, dialogue, cultural celebration, and reflection on the ongoing struggle for freedom, inclusion, and equality; and

WHEREAS, Black History Month not only honors the past but also inspires present and future generations to embrace diversity, foster unity, and uphold the values of justice and opportunity for all;

NOW, THEREFORE, BE IT PROCLAIMED, that the College Township Council does hereby proclaim the month of February 2026 as Black History Month, and formally acknowledges the national theme of “A Century of Black History Commemorations.” Be it further proclaimed that College Township reaffirms its ongoing, year-round commitment to allyship with historically marginalized communities.

THIS PROCLAMATION AUTHORIZED THIS 5th Day of February, 2026, by the College Township Council, Centre County, Pennsylvania.

COLLEGE TOWNSHIP COUNCIL:

ATTEST:

Susan Trainor, Chair

Adam T. Brumbaugh, Secretary



Thank You for Sponsoring an Ice Sculpture at First Night — and an Early-Bird Offer for you!

From Jennifer Shuey <jshuey@arts-festival.com>

Date Thu 1/29/2026 11:54 AM

To Jennifer Shuey <jshuey@arts-festival.com>

1 attachment (234 KB)

First Night State College 2027 ice sculpture spons commitment form - early bird.pdf;

Thank you again for sponsoring a glittering ice sculpture at **First Night State College 2026!**

This year's weather was just about perfect for showcasing the beauty of the ice, and your ice sculpture brought smiles to countless guests—families watching the carvers at work, friends snapping photos, and neighbors gathering to ring in a hopeful New Year.

If, like me, you resolved to get a head start on deadlines this year 😊, I've got a great opportunity for you.

Attached is the **early-bird ice sculpture commitment form for First Night 2027**. Businesses that **order and pay by April 1, 2026** receive a **reduced rate**—a simple way to lock in your sculpture early and save.

I'd also be happy to connect if you'd like to talk more about your **First Night sponsorship** or about ways to get involved with our **Central Pennsylvania Festival of the Arts**, which celebrates its **60th Anniversary this year**. If you're up for coffee and a conversation, send a few dates and times and I'll follow up to confirm.

Your sponsorship truly makes our two signature events—First Night in winter and the Arts Festival in summer—possible. We simply couldn't do this work without the generosity and partnership of our local business community.

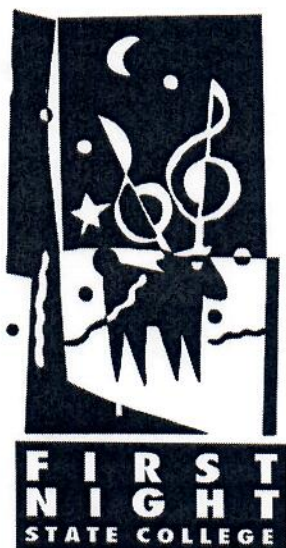
Wishing you a wonderful and memorable 2026, Jen

P.S. If you took photos at First Night, we'd love to see them! Feel free to email them back or text them to me at (814) 574-6106.

Jennifer Shuey
Director of Development
jshuey@arts-festival.com

Your donation now is greatly appreciated!

Central Pennsylvania Festival of the Arts
First Night State College



First Night State College 2027

December 31, 2026
Ice Sculpture Commitment Form

Yes! I would like to sponsor a dazzling ice sculpture at the next First Night celebration in downtown State College.

Ice sculptures will be placed in Sidney Friedman Park, on Mayor Welch Plaza at the Borough Building, or in front of businesses in the Festival zone at the discretion of the First Night staff. We will be capping the number of ice sculptures at 90 this year. Sculpture designs will be chosen to delight children, not to "advertise" a particular business.

SPECIAL EARLY-BIRD PRICE – order and pay before April 1, 2026 to save!

Before April 1, 2026:
 _____ x \$400 each = \$ _____

After April 1, to offset increased costs:
 _____ x \$500 each = \$ _____

Sponsor Name _____

Company or individual as listed on your sponsor sign, on our website, and in the Official Program Guide

Contact person _____

Title _____ Signature _____

Address _____

City _____ State _____ Zip _____

Email _____ Phone _____

_____ Check enclosed OR _____ VISA _____ MasterCard _____ Discover _____ AmEx

Number _____ Exp. _____ Vcode _____

Name as it appears on the card _____

*Please commit to Central Pennsylvania Festival of the Arts Director of Development, Jennifer Shuey **no later than October 23** if you are not choosing the early-bird rate to be sure to have your ice sculpture listed in the printed First Night State College Official Program Guide!*



COLLEGE TOWNSHIP

MEMORANDUM

To: College Township Council

From: Lindsay K. Schoch, AICP | Principal Planner

Re: Conditional Use – Legacy Boxing & Combat Academy, LLC

Date: February 2, 2026 (for presentation at the February 5, 2026, Council Meeting)

Introduction

On January 14, the Township accepted an application for a Conditional Use Permit:

Applicant	Zoning District
Legacy Boxing and Combat Academy, LLC; located at 2820 East College Avenue, Dale Summit/College Township.	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. NB-1

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 Action

This topic was introduced to the Planning Commission (PC) at their January 20, 2026, meeting. The PC discussed several topics, including age restrictions, hours of operation, ADA accessibility, and the primary use of the facility. The PC also discussed the need for a clearly designated main entrance and adequate lighting at all entrances and exits. The PC requested the owner/operator attend an upcoming PC meeting to address any questions and concerns the PC has prior to making a recommendation. The owner/operator has confirmed their attendance at the February 17 meeting. Staff anticipate the PC making a recommendation at the 2/17 meeting, putting the Council in a position to set a Public Hearing for April 2.

Staff Recommendation / Council Action: Staff recommends the Council perform an initial review of the Conditional Use request, and if Council is so inclined, set a Public Hearing of April 2. Please note, the applicant / owner/ operator will attend the Public Hearing. Once this Public Hearing is set, the public participation process will begin, which includes posting the property and notifying adjacent owners, as per the requirements set forth in the MPC for Conditional Uses.

Attachments:

Channel Communications, LLC Conditional Use Application
First Amended Tolling Agreement

LAW OFFICES OF
MILLER KISTLER & CAMPBELL

NB-1
NB-1.a.
COPY

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

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

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

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

ROBERT K. KISTLER
(1925-2012)

January 6, 2026

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

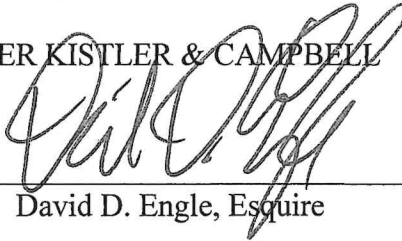
Page 2

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: _____

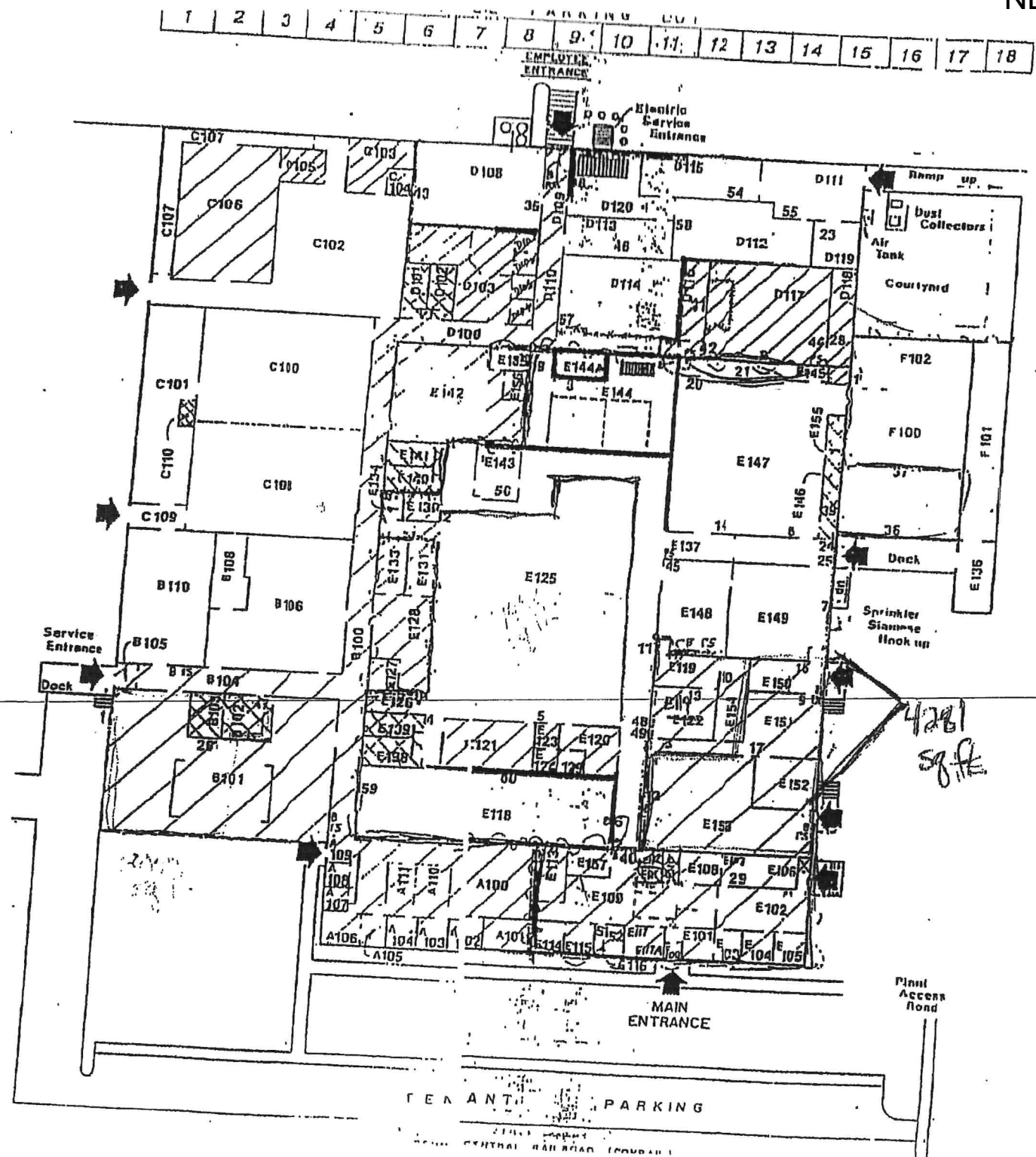
A handwritten signature in black ink, appearing to read "David D. Engle", is written over a horizontal line. The signature is stylized and cursive.

David D. Engle, Esquire

DDE/trh

Enclosures: (9 copies of Request Letter & Supporting Documents

cc: Penny Hain (Request Letter Only)



4281
sq ft

PARKING

CENTRAL RAILROAD COMPANY





INDUSTRY & TECHNOLOGY CENTER

TRS TECHNOLOGIES, INC.

WHVL-TV, LLC

SUNDIRECTED, INC

BROADBAND NETWORKS, INC

SCORE

LEGACY BOXING COMBAT SPORTS ACADEMY

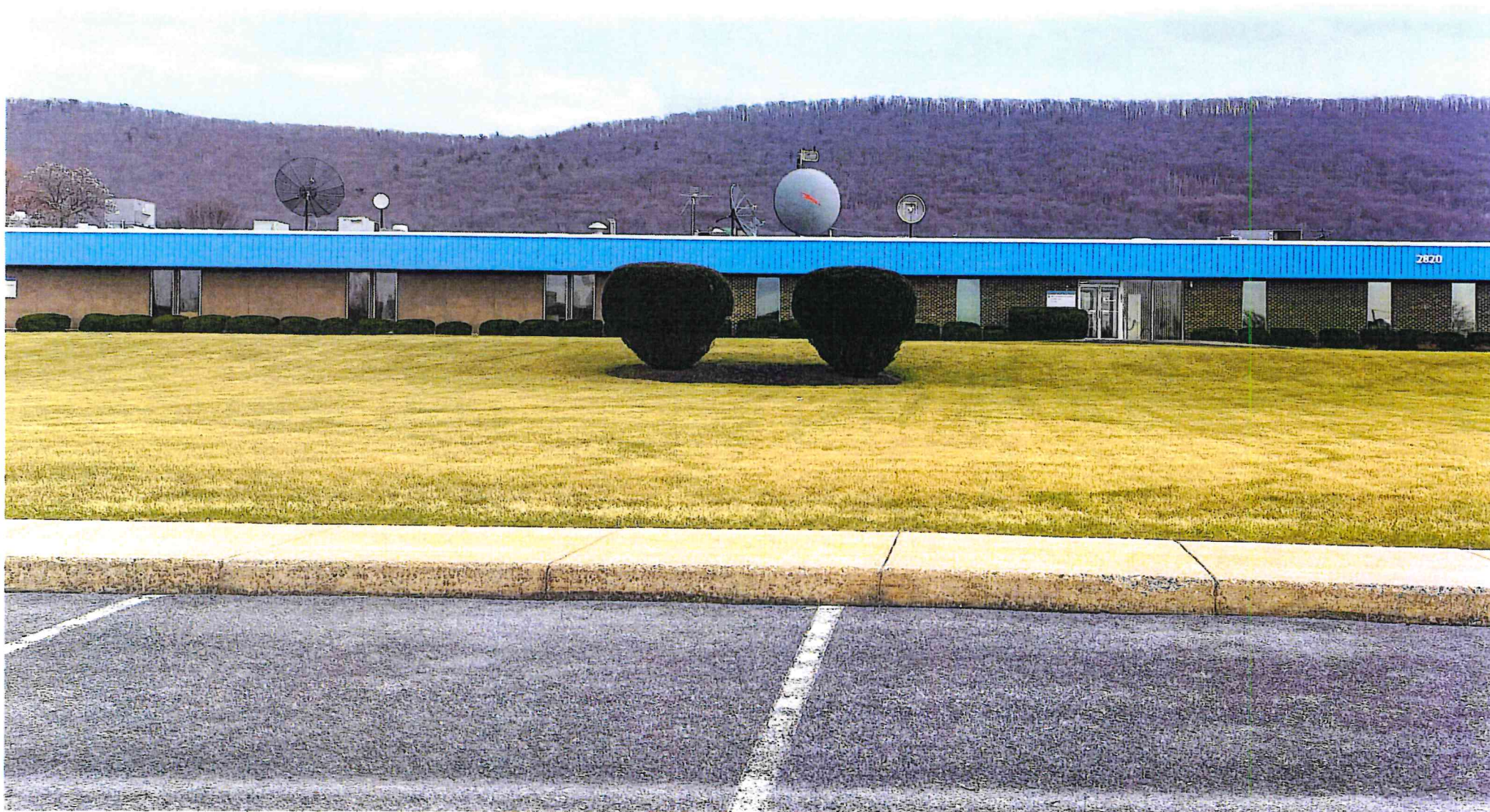
RADIANT LIFE MINISTRIES

CC4H

2820









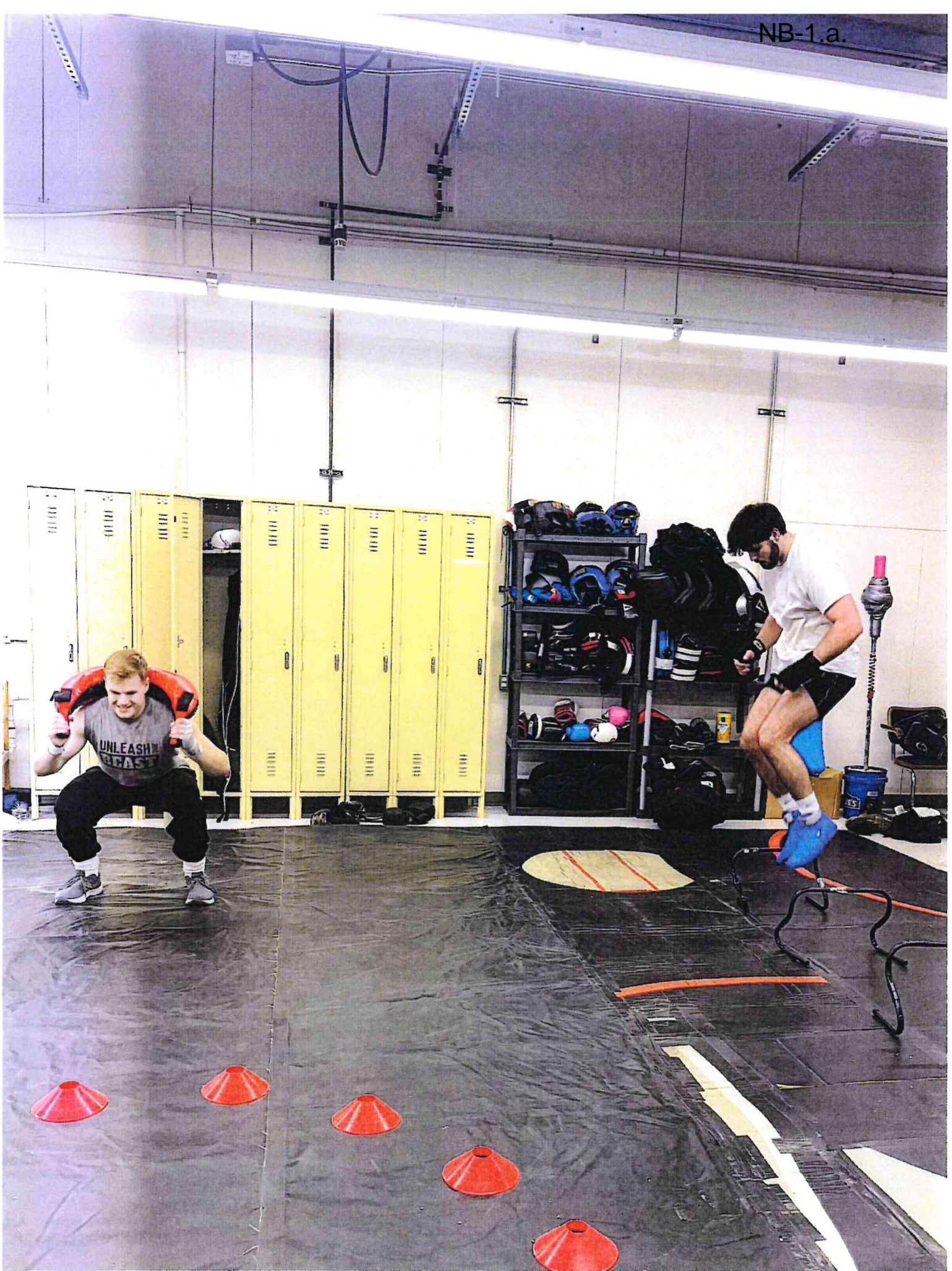


ALL AMERICAN
NCAA
Domen Salun
Purdue Univ.

ALL AMERICAN
NCAA
Stacy Perry
Purdue Univ.

NATIONAL COLLEGIATE ALL AMERICAN BOXING
APRIL 10-14
2025
NATIONAL CHAMPIONSHIP







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

MEMORANDUM

To: College Township Council
From: Mike Bloom, Assistant Township Manager
Re: NB-2 Shiloh Road MTF Grant
Date: February 2, 2026, for February 5th meeting

Background:

At Council's meeting on December 18th, staff provided an overview of the proposed Shiloh Road Corridor Development Partnership. This collaborative effort by the respective developers along Shiloh Road identified the following:

- 1) The expected transportation improvements needed to accommodate the cumulative traffic increases from the potential developments in the corridor, and
- 2) A financing plan to pay for the traffic improvements that is comprised of
 - a. Private developer contributions (based partially on an assessment tied to trip generation),
 - b. Grant funding to be pursued from both PennDOT and DCED.

PennDOT Multi-Modal Transportation Fund:

As part of the identified financing plan for the effort, College Township has been asked to serve as the applicant for a PennDOT Multi-Modal Transportation Fund (MTF) grant in an amount not to exceed \$1,500,000 for transportation improvements along Shiloh Road.

Attached for Council's consideration is the **proposed Resolution R-26-08**, which would signify College Township's intent to pursue the grant funding. The resolution also identifies Council Chair Susan Trainor and Township Manager Adam Brumbaugh as the individuals authorized to execute any potential grant agreement and subsequent documentation with PennDOT.

Under the proposed Shiloh Road Corridor Development Partnership, College Township would work with Delta Development Group on compilation and submission of this MTF grant application by the February 13th deadline. If awarded, College Township would serve as the grantee for this project.

Requested Action:

Staff requests that Council consider approval of Resolution R-26-08, signifying College Township's intent to pursue a PennDOT MTF grant in an amount not to exceed \$1,500,000.

**COLLEGE TOWNSHIP
CENTRE COUNTY, PENNSYLVANIA**

RESOLUTION R-26-08

**RESOLUTION REQUESTING A MULTIMODAL TRANSPORTATION FUND GRANT
FROM THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION**

BE IT RESOLVED, that College Township of Centre County hereby requests a Multimodal Transportation Fund grant in an amount not to exceed \$1,500,000 from the Pennsylvania Department of Transportation to be used for transportation improvements along the Shiloh Road Corridor.

BE IT FURTHER RESOLVED that the Applicant hereby designates Susan Trainor, Chair of the College Township Council, and Adam Brumbaugh, Township Manager/Secretary, as the officials to execute all documents and agreements between College Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

THIS RESOLUTION DULY APPROVED this 5th day of February, 2026, by the College Township Council, Centre County, Pennsylvania.

Susan Trainor
Chair, College Township Council

ATTEST:

Adam T. Brumbaugh
Township Manager/Secretary



UNIVERSITY AREA JOINT AUTHORITY

1576 Spring Valley Road
State College, PA 16801

EXECUTIVE DIRECTOR'S REPORT

January 21, 2026

INFORMATION ITEMS**State College Borough Delinquency**

The unpaid balance for the Borough of State College is \$5,461,962.85. This amount includes the 4th quarter (2025) fee. A copy of the 4th quarter invoice is included in the board packet.

ACTION ITEMS**2. Board Reorganization****3. Approval of the Minutes****4. Public Comment****4.1 Other items not on the agenda****5. Old Business****5.1 Spring Valley Road and UAJA Properties Cooperation Proposal**

Ron Ferris has purchased the parcel of land through which UAJA's Spring Valley Road passes. Mr. Ferris has plans to develop the property which includes moving and upgrading Spring Valley Road and converting it to a Benner Township Road. John Sepp, engineer for Mr. Ferris, will present to the board the proposal of Mr. Ferris. The presentation is included in the agenda report. No action is required at this time.

Recommendation: No action, presentation and discussion only.

5.2 Open Records Policy Schedule of Fees

Each year UAJA needs to adopt a schedule of fees associated with our Open Records Policy. This fee schedule is shown below (the law does not allow for a retrieval fee):

1. Fees for the actual cost of mailing.
2. 25 cents per single-sided page for duplication.
3. Reasonable fees to cover other types of actual costs such as data conversion, electronic access, etc.

Recommendation: Adopt the fee schedule as presented.

6. New Business**6.1 Change Order No. 12, Contract 2022-01**

This change order adds a water line to get beneficial reuse water to the gravity belt thickeners and adds the general contractor work for the headworks building and new bar screens. The upgrade to the headworks building is needed to remove more particulate matter from the influent flow, which will ultimately result in less trash and debris in the digesters and will be less likely to foul nozzles in the dryer.

Recommendation: Approve Change order No. 12, Contract 2022-01 (Quandel) in the amount of \$852,084.00

6.2 Change Order No. 05, Contract 2022-02

This change order is for additional flow tests and calculations required for the dryer building. The amount is an increase of \$2,690.63.

Recommendation: Approve Change order No. 05, Contract 2022-02 (Myco) in the amount of \$2,690.63.

6.3 Change Order No. 05 Contract 2022-03

This change order is for the elimination of two support columns resulting in a deduction, and the addition of work for the headworks building. The net amount is an increase of \$230,954.77.

Recommendation: Approve Change Order No. 05, Contract 2022-03 (Myco) in the amount of \$230,954.77

6.4 Change Order No. 09, Contract 2022-04

This change order is for the addition of some wiring for an emergency stop control, and additional work associated with the upgrade to the headworks building. The change order total is an increase of \$200,714.33.

Recommendation: Approve Change Order No. 09, Contract 2022-04 (Hayden) in the amount of \$200,714.33.

6.5 Requisitions

BRIF #1055	Lezzer Lumber Pipe Rack- Supplies	\$803.28
BRIF #1056	Hite Company Persia Pump Station Project- Supplies	\$485.16
BRIF #1057	Xylem Water Solutions Persia Pump Station Project- Control Panel	\$110,614.15
BRIF #1058	HRG Reuse Water Tank Maintenance Project	\$625.00
BRIF #1059	Keystone Engineering Scum Pump Replacement	\$2,558.77
BRIF #1060	Schaedler Yesco Aeration System Engineering	\$23,914.23
TOTAL BRIF-		\$139,000.59

Construction Fund #037	Rettew Ozone Disinfection Project	\$12,000.00
TOTAL 2021 CONSTRUCTION FUND-		\$12,000.00
Construction Fund #048	Rettew Sludge Drying Project-Engineering	\$86,791.52
Construction Fund #049	Rettew Headworks Improvement Project- Engineering	\$17,650.00
Construction Fund #050	Hillis-Carnes Engineering Sludge Drying Project- Inspection	\$425.00
Construction Fund #051	Helena Agri-Enterprises Sludge Drying Project- Lime	\$7,140.00
Construction Fund #052	Quandel Construction Group Pay App. #25- Sludge Drying Project-General	\$1,630,647.30
Construction Fund #053	Myco Mechanical Pay App. #15- Sludge Drying Project-Plumbing	\$7,980.00
Construction Fund #054	Hayden Power Group Pay App. #21- Sludge Drying Project-Electrical	\$164,003.36
TOTAL 2025 CONSTRUCTION FUND (Biosolids)-		\$1,914,637.18
Revenue Fund #224	Debt Service, Operation and Maintenance Expenses	\$1,000,000.00
TOTAL REVENUE FUND-		\$1,000,000.00

7. **Reports of Officers**
8. **Other Business**
9. **Adjournment**