



**COLLEGE TOWNSHIP COUNCIL
REGULAR MEETING AGENDA
Thursday, March 19, 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

March 19, 2026

CA-1 Minutes, Approval of

- a. March 5, 2026 – College Township Council Regular Meeting Minutes

CA-2 Correspondence, Receipt/Approval of

- a. Email from Michael Grutzeck dated March 6, 2026, regarding resignation from CTWA
- b. Letter from PennDOT dated March 6, 2026, regarding State College Area Connector project

CA-3 Action Item, Approval

- a. Proclamation P-26-03 – Problem Gambling Awareness Month
- b. Refuse and recycling rate change information
- c. Project 26-01 – Pavement markings bid



Photo by Frank Scott, IV



**COLLEGE TOWNSHIP
MANAGER'S UPDATE**

March 19, 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, 1/28/26, 2/3/26

Comments: 3/2/26 PC to discuss FBC Use Tables on 3/3, with particular focus on residential densities in the Mixed Neighborhood district.

3/17/26 Continue Use Table discussion at PC.

(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, 12/1/25, 12/3/25, 1/20/26, 2/16/26.

Comments: 3/3/26 **At 2/27 meeting, Work Group recommended that member entities no longer pursue PPA. Council to review a Mutual Termination Agreement on 3/19/26.**

(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, 12/9/25, 12/19/25

Comments: 3/2/26 Rue Environmental, Archaeological Consultant, is expected to begin test pits on 3/4.

3/13/26 Rue Environmental has completed its archeological investigation. Preliminary reports indicate no adverse conditions for further study or remediation.

(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, 12/1/25, 1/5/16, 1/15/26, 1/26/26.

Comments: 3/2/26 Kimmel Architecture & subconsultants conducted site tour/assessment on 2/25.

3/16/26 Kimmel on site this week to take external measurements of existing building.

(I) 25-02 Shiloh Road Corridor Partnership

Abridged Comments: 2/16/26.

Comments: 2/27/26 PennDOT MTF grant submitted on 2/26 for Shiloh Road Improvements.

3/2/26 Partners met on 2/28 to discuss agreement language, project phasing.

3/16/26 Delta Development reports consensus agreement among participating partners. Final agreement document is being edited and anticipated for CTC review and approval on 4/2.

College Township Parks and Recreation Committee

March 9, 2026

Centre Region Parks and Recreation Authority

February 19, 2026

Members: Kathy Matason, College Township
Corey Gracie-Griffin, Ferguson Township
Christopher Murrell, Harris Township
Clara Franklin, Patton Township
Tom Daubert, State College Boro
Jen Black, State College Area School District

This meeting was a joint meeting with the Parks Capital Committee (PCC). The members of the PCC were introduced; they conducted their reorganization and approved the minutes of their last meeting. PCC also voted on their meeting schedule for 2026.

Heard a presentation from a representative from Specialty Turf & Robotics on an autonomous electric robotic mower pilot project.

Unanimously voted to approve the award of the Welch Pool Replastering Project to all State Technology, Inc. as the lowest qualified bidder, including the base bid, approved alternates, and authorized unit-price work, in an amount not to exceed \$110,000, and authorize Centre Region Parks and Recreation staff to proceed in accordance with the bid documents and available budgeted funds.

Unanimously voted to approve the updated Centre Region Active Adult Center Code of Conduct and authorize implementation of the accompanying Code of Conduct Acknowledgement Form, effective immediately.

Heard an update on the Puddintown Interceptor Act 537 Plan Special Study.

Next scheduled meeting is March 19, 2026, 12:15 pm, in the COG General Forum Room.

COG Parks and Recreation Governance Special Committee

February 25, 2026 - Cancelled

Next scheduled meeting is March 25, 2026, 8:30 am, COG General Forum Room

COG Finance Committee, COG Executive Committee, and General Forum – I have been attending, via Zoom, the meetings of Finance and Executive in order to keep abreast of developments relating to Authority activities. I attend General Forum meetings when needed as they generally occur on evenings when I have an ongoing prior commitment.

College Township Council and Planning Commission - I am attending College Township Planning Commission and College Township Council meetings when agenda items are related to Parks and Recreation.

Millbrook Marsh Nature Center Advisory Committee

Next scheduled meeting is March 18, 2026, 4:00 pm, Spring Creek Education Building

Prepared by Kathy Matason

COUNCIL CONSENT AGENDA

March 19, 2026

CA-1 Minutes, Approval of

- a. March 5, 2026 – College Township Council Regular Meeting Minutes

CA-2 Correspondence, Receipt/Approval of

- a. Email from Michael Grutzeck dated March 6, 2026, regarding resignation from CTWA
- b. Letter from PennDOT dated March 6, 2026, regarding State College Area Connector project

CA-3 Action Item, Approval

- a. Proclamation P-26-03 – Problem Gambling Awareness Month
- b. Refuse and recycling rate change information
- c. Project 26-01 – Pavement markings bid



Photo by Frank Scott, IV



**COLLEGE TOWNSHIP COUNCIL
REGULAR MEETING MINUTES**

Thursday, March 5, 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:

Mike Bloom, Assistant Township Manager
Don Franson, P.E., P.L.S., Township Engineer
Amy Kerner, P.E., Public Works Director
Lindsay Schoch, AICP, Principal Planner
Keri Kenepp, Director of Community & Economic Development
Mark Gabrovsek, Zoning Officer
Katy VanAmburg, Assistant Township Secretary

ABSENT:

Tracey Mariner, Council
Gretchen Brandt, Council
Adam T. Brumbaugh, Township Manager/Secretary

CALL TO ORDER: Ms. Susan Trainor, Council Chair, called to order the March 5, 2026, Regular meeting of the College Township (CT) Council at 7:00 PM and led in the Pledge of Allegiance.

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

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

SPECIAL

**PRESENTATION: SP-1 CT Parks & Recreation Committee 2025
Annual Report**

Mr. Earl Moore, CT Parks & Recreation Committee Chair for 2026, presented the Committee's *2025 Annual Report*. Mr. Moore offered appreciation to Ms. Amy Kerner, Public Works Director, Ms. Sharon Meyers, Senior Support Specialist for Engineering/Planning, and to the Public Works Staff for their contributions and support to the Committee throughout 2025.

Mr. Moore stated the objectives of the Committee are to improve existing parks, continue to acquire park and recreational land, develop newly acquired parks, and provide safe and convenient access to these areas. Mr. Moore noted CT currently maintains eighteen (18) neighborhood parks, six (6) regional parks, three (3) natural areas, and 5.2 miles of off-street paths, totaling over one thousand (1000) acres.

Mr. Moore offered highlights from the Committee's efforts in 2025 and noted over the past year, the Committee remained engaged in reviewing land development plans, continued to assess community needs, and supported improvement of CT parks.

Mr. Moore presented an overview of all maintenance and projects completed by the Public Works Staff in 2025. He concluded his presentation with an overview of the Five-Year Capital Improvement Plan recommendations.



Mr. Moore thanked Council for their continued support of the Committee’s work.

Council offered appreciation to Mr. Moore and the Committee for their continued dedication and service to the Township.

PLANS: P-1 PSU Relocate Existing Bike Path Near Innovation Park Preliminary/Final Land Development Plan

Ms. Lindsay Schoch, AICP, Principal Planner, offered a presentation detailing a proposal from Penn State University (PSU) to relocate an existing bike path connection from Innovation Park to PSU land south of Interstate 99. A sketch plan was previously presented to both Planning Commission (PC) and Council.

The project will remove the existing 7 to 8-foot-wide path and construct a new 12-foot-wide aggregate path in a new location to avoid the PSU-ARL expansion.

Ms. Schoch stated that PC had comments regarding vehicular access/restrictions, delineations, winter maintenance, lighting, and signage, all of which have been addressed by PSU.

Mr. Rich Manning, PSU Design and Engineering Services, was present to answer questions related to the Plan.

Mr. Francke made a motion to approve the Pennsylvania State University Relocate Existing Bike Path Near Innovation Park Preliminary/Final Land Development Plan dated January 15, 2026, and last revised February 6, 2026, subject to the following conditions:

- 1. Within ninety (90) days from the date of approval by Council, all conditions must be satisfied, final signatures must be obtained and the plan must be recorded with the Centre County Recorder of Deeds Office. Failure to meet the ninety (90) day recordation time requirement will render the plan null and void.**
- 2. Pay all outstanding review fees.**
- 3. Address, to the satisfaction of the Township Engineer, any outstanding plan review comments.**
- 4. Fully comply with College Township Code Section 180-12.**
- 5. Provide proof of National Pollutant Discharge Elimination System (NPDES) approval.**
- 6. All conditions must be accepted in writing within seven (7) days from the date of the conditional approval letter from the Township Engineer.**

**Mr. Bernier seconded the motion.
Motion carried unanimously.**

Council offered appreciation to Mr. Manning.

P-2 Park Furniture Sketch Plan

Ms. Schoch offered a presentation detailing the Park Furniture sketch plan. The project proposes a 40,000 square foot showroom facility with a 460 square foot delivery area and parking on 3.6 acres in the Shiloh Commercial Park. Ms. Schoch noted the site layout was ultimately determined by maneuverability for delivery trucks and refuse collection.



Mr. Mark Torretti, Project Manager from Penn Terra Engineering, was present to answer questions related to the sketch plan. Mr. Torretti noted a land transfer will occur with Christ Community Church to accommodate the project, a waiver will be submitted for reduced parking spaces, and a pedestrian connection will be added along the storefront for access to the Premier movie theatre property. He also noted the infrastructure for East Trout Road will be in place with the development of the Home2Suites hotel.

Mr. Torretti stated a revised preliminary plan will be submitted in April and a Phase II final plan will be submitted in June.

Council offered appreciation to Mr. Torretti for his presentation.

REPORTS:

a. Manager's Update

In Mr. Brumbaugh's absence, Mr. Mike Bloom, Assistant Township Manager, offered the Manager's Update report as presented. No additions were made to the report. He noted a termination agreement for the Solar Power Purchase Agreement (SPPA) will be presented to Council at the March 19, 2026 meeting. Rue Environmental, Archaeological Consultant, are working on test pits as part of their archeological study for the Path to Campus. Kimmel Architecture conducted an assessment of structural and mechanical needs for the Municipal building renovation on February 25, 2026.

b. COG Regional, County, and Liaison Reports

COG Parks Governance Committee: Mr. Francke reported the COG Parks Governance Committee meeting was canceled. Council was provided with a copy of an Intergovernmental Agreement between Centre Region Parks and Recreation Authority (CRPRA), Centre Region Parks and Recreation (CRPR), COG, and the Centre Region Municipalities for review and comments. Mr. Bloom noted the CT Solicitor reviewed the agreement and only commented on the termination clause. Council had no additional comments on the agreement and feedback will be shared with Staff at COG.

COG Land Use and Community Infrastructure (LUCI): Mr. Bernier reported the LUCI Committee met jointly with the Climate Action and Sustainability Committee (CAS) on March 5, 2026. The Committees approved a rate increase for the regional refuse/recycling contract, and discussed a proposed merger of the two Committees, which was supported.

COG Public Safety Committee: Ms. Trainor reported the COG Public Safety Committee met on March 10, 2026, but she was unable to attend.

Ms. Trainor noted she attended a panel discussion with Dr. Lara Fowler from PSU, who will offer an emergency preparedness demonstration at COG on April 10, 2026.

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

CT Planning Commission (PC): Mr. Matthew Fenton, PC Liaison, reported that PC met on March 3, 2026. PC reviewed a sketch plan for Park Furniture, and continued working on Form Based Code (FBC), focusing on the element of Uses.

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

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



Recognition Days:

- Holi (Hindu holiday) is March 4th and March 5th
- International Women's Day is March 8th
- International Day of Transgender Visibility is March 31st

Month Long Observations:

- Developmental Disabilities Awareness Month
- Gender Equality Month
- National Women's History Month
- Greek American Heritage Month
- Irish American Heritage Month

CONSENT AGENDA:

CA-1 Minutes, Approval of

- a. February 19, 2026 – College Township Council Public Hearing Minutes
- b. February 19, 2026 – College Township Council Regular Meeting Minutes

CA-2 Correspondence, Receipt/Approval of

- a. Letter from Penn Terra dated February 18, 2026, regarding time extension for the Crew 814 Phase I Final LDP to June 16, 2026
- b. Emails from John Ferguson regarding Single Use Plastics
- c. Letter from First Night State College dated February 23, 2026, regarding donation
- d. Email from Millie Rodriguez regarding Park Furniture sketch plan
- e. Email from John Ferguson regarding additional FTE's to College Township Staff

CA-3 Action Item, Approval

- a. Resolution R-26-10 – Disposition of Devices
- b. Waiver request for Classic Cones

Mr. Francke made a motion to approve the Consent Agenda as presented.

Mr. Bernier seconded the motion.

Motion carried unanimously.

OLD BUSINESS:

OB-1

PSU Signage – Ordinance Amendments

Ms. Schoch offered a memorandum dated March 2, 2026, providing information related to potential updates to the Township's sign Ordinance, particularly digital and illuminated signage. Council previously directed Staff to consult a lighting expert and consider technical findings as guidance on regulatory approaches in response to a request from PSU. Discussions have focused on operational characteristics of large venues such as stadiums, arenas, and event centers, and the need to balance community impacts related to light.

Staff consulted with Mr. Jonathan Walker, P.E., L.C., Lighting/Electrical Engineer at PSU and CT resident, who offered expertise and experience with outdoor lighting. His input was offered independently and does not represent an official position of PSU. Mr. Walker was present to answer questions related to the topic.

The following materials were provided by Mr. Walker for Council's review:



- Suggestions for updates to College Township’s sign ordinance, with a focus on illuminated and digital signage at Stadiums, Arenas, and Event Centers
- *DarkSky International* – Outdoor Lighting: Illuminated Signage Supplement (October 11, 2024)
- *DarkSky International* – Outdoor Lighting Municipal Ordinance Template and User Guide (October 11, 2024)
- Article - How does Light Impact Human Health and the Environment and What are the Current Recommendations for Responsible Outdoor Lighting?

Mr. Walker identified **key Ordinance concepts** that included:

1. Definition of “Event”: Mr. Walker recommends clearly defining what constitutes an “Event” for purposes of illuminated signage. This difference is important given the range of activities that may occur at large venues, including:

- Major athletic or performance events, including limited preparation activities
- Facility tours or showcases for small groups
- Routine business operations occurring within portions of a large facility (e.g., gift shops, museums, restaurants, conference rooms, or hospitality venues)

2. Differentiation Between Event and Non-Event Operations: Large venues often function as multi-use facilities. Distinguishing between illumination associated with a major event and illumination during normal business operations would allow signage regulations to better reflect real-world use while maintaining appropriate limits.

3. Lighting Standards and Measurement: Mr. Walker recommends referencing the DarkSky International Illuminated Signage Supplement for terminology, performance metrics, and measurement standards related to illuminated signage.

Based on the key Ordinance concepts that Mr. Walker identified, he outlined two potential **regulatory approaches**:

Approach	Overview	Implications
Approach A	Retains the Planning Commission and Staff’s original proposal, while adding clearer definitions for “Event”, “Nighttime Hours”, and refining permitted illumination hours. Pre- and post-event preparation would not be included as part of the event itself.	Incorporates Mr. Walker’s input into the current draft Ordinance

Ms. Schoch noted Approach A remains consistent with the original task and scope and applies specifically to stadiums, arenas, and event centers.

Approach	Overview	Implications
Approach B	Narrows permitted illumination windows (e.g., limiting illumination to defined hours before and after events) and more fully incorporates the DarkSky Illuminated Signage Supplement.	Updates lighting regulations for all permanent signs Township-wide



Ms. Schoch noted Approach B expands beyond Stadiums, Arenas, and Event Centers and addresses the zoning change request and broader lighting policy objectives.

Mr. Walker referenced the *Five Lighting Principles for Responsible Outdoor Lighting*. It provides a framework that connects lighting regulation to public health and environmental outcomes and are as follows:

1. **Use light only when it is needed** – reducing unnecessary nighttime exposure
2. **Direct light only where it is needed** – minimizing glare and light trespass into homes
3. **Use the lowest light level necessary** – reducing disruption to sleep cycles and visual comfort
4. **Control lighting duration** – limiting prolonged exposure during late-night hours
5. **Use warmer color temperatures when possible** – reducing blue-rich light that can interfere with circadian rhythms

Discussions occurred about addressing the request about signage from PSU first and tabling lighting regulations to allow Staff more review time.

The consensus of Council is to utilize a phased approach to this topic: in direct response to the request from PSU, consider Approach A now for any proposed amendments to the signage Ordinance. Approach B will also be considered as part of signage, but it will be developed further as any proposed amendments to the lighting Ordinance are considered. Staff will prepare a draft Ordinance for Council's review at a future meeting.

OB-2 Amendments to Chapter 87 & 200

Mr. Bloom offered a memorandum dated March 2, 2026, outlining proposed amendments to Chapter 87 and Chapter 200 of the Township Code, specifically pertaining to data centers.

He stated Council approved Ordinance O-26-02 on February 19, 2026. The intent of the Ordinance was to make data centers a *conditional use* in zoning districts where they were otherwise previously a permitted *use by right*. After further review, Staff identified errors in the changes enacted through Ordinance O-26-02 that did not fit the intent. Staff also considered applying conditions to infrastructure aspects required for data centers.

Draft **Ordinance O-26-03** was provided for Council's review and proposes the following:

- Amend Chapter 200 to remove data centers as a permitted use by right in the Office Commercial, Commercial & Industrial zoning districts
- Amend Chapter 200 to add data centers as a conditional use in the Office Commercial, Commercial & Industrial zoning districts
- Amend Chapters 87 to remove data centers as a conditional use in the Rural Residential zoning district
- Amend Chapter 87 to add data centers as a conditional use in the Office Commercial, Commercial & Industrial zoning districts
- Amend Chapter 87 to add conditions of approval for data centers that pertain to water and energy consumption

Mr. Bloom noted the Municipalities Planning Code (MPC) requires a 30-day review period for the CT Planning Commission and Centre Region Planning Agency (CRPA) prior to adoption. Council is asked to authorize Staff to advertise an April 16, 2026 Public Hearing, which makes it a pending Ordinance.



Mr. Francke made a motion authorizing Staff to advertise an April 16, 2026 Public Hearing on draft Ordinance O-26-03 to amend Chapters 87 and 200 of the Township Code pertinent to data centers. Mr. Bernier seconded the motion. Motion carried unanimously.

OB-3 Comments on PSU events for COG Public Safety Committee

Mr. Bloom offered a memorandum dated March 2, 2026, providing feedback on PSU’s Winter Sports Weekend events, as requested by the COG Public Safety Committee. Ms. Trainor noted all COG municipalities were asked to provide feedback and concerns on this topic, and the Committee will consider them at their April meeting.

Mr. Bloom noted PSU hosted a total of nineteen (19) events on campus from January 28 until February 1, 2026. Of those events, thirteen (13) were held in PSU facilities located in CT. On both January 30th and January 31st, there were four (4) or more events held each day in CT.

Concerns about the lack of coordination for a traffic plan and contingency parking, the added impact on emergency services and public safety, the lack of access to Mount Nittany Medical Center, and the future use of Beaver Stadium were topics that were addressed throughout the memorandum.

Overall, Council agreed with the comments provided in the memorandum. Mr. Bernier requested to add comments about how events are timed if they are being held on the same day.

NEW BUSINESS: NB-1 New Position for CTIDA – Economic Development Specialist

Ms. Keri Kenepf, Director of Community and Economic Development, offered a memorandum dated February 24, 2026, outlining details for a proposed part-time Economic Development Specialist position for the CT Industrial Development Authority (CTIDA). The new 25-hour per-week position will support the daily administrative needs of the IDA and related economic development initiatives. Ms. Kenepf will continue to provide Executive Director oversight and will oversee this new position.

Included for Council’s review was a draft job description, and proposed modifications to the 2026 Wage Range Schedule to add the position.

Ms. Kenepf noted the CTIDA will pay for this position as contracted services from CT and a draft service agreement will be provided to Council for their review at their April 2, 2026 meeting.

Discussions occurred about modifying the job description to reflect flexibility within the position and at the discretion of Ms. Kenepf.

Mr. Bernier made a motion to approve the job description with modifications as discussed and the Wage Range Schedule for the CTIDA Economic Development Specialist position. Mr. Francke seconded the motion. Motion carried unanimously.

NB-2 Railroad Crossing on Mt. Nittany Road



Ms. Amy Kerner, Public Works Director, offered a memorandum dated February 25, 2026, proposing construction at the Mt. Nittany Road railroad crossing in Lemont for the week of April 6, 2026, at the request of the Bellefonte Railroad Historical Society. The Historical Society is requesting assistance from CT in the form of labor, equipment, and materials.

Included for Council’s review was a summary of required materials and associated costs, including equipment and Staff time. The estimated cost totaled \$7,546.00

The Township has been asked for the following:

- To permit the closure of Mt. Nittany Road for three (3) days. Since school will still be in session, coordination regarding the detour will be communicated to the school district.
- To provide a dump truck and driver for three (3) days.
- To provide a backhoe and operator for three (3) days.
- To haul away the old ballast, pavement, etc. Assumption is that all waste can be sent to a clean fill site. Costs associated with other means of disposal have not been estimated.
- To repave the crossing once the work is completed.

Discussions occurred about using concrete instead of asphalt, which is preferred by both parties. Ms. Kerner will modify her estimate to include concrete and modify the associated labor cost. Mr. Bloom noted this was not a budgeted expenditure for 2026.

**Mr. Francke made a motion to authorize Staff to complete the work requested by the Bellefonte Railroad Historical Society and the associated costs under the direction of Township Staff.
Mr. Bernier seconded the motion.
Motion carried unanimously.**

STAFF

INFORMATIVES:	SI-1	UAJA Executive Director’s Report
	SI-2	CATA Audit
	SI-3	PML article on Data Centers
	SI-4	Columbia Gas pipeline project
	SI-5	Boalsburg Fire Company Awards Banquet

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 March 5, 2026 Regular College Township Council meeting.
Mr. Bernier seconded the motion.**

The March 5, 2026 Regular College Township Council meeting was adjourned at 9:31 PM.

Respectfully Submitted,
Draft
Adam T. Brumbaugh
Township Secretary/Manager





Re: Moving to Foxdale

From Adam Brumbaugh <abrumbaugh@collegetownship.org>

Date Fri 3/6/2026 12:11 PM

To Michael Grutzeck <michaelgrutzeck@gmail.com>

Hi, Michael.

Was sorry to hear of your health issues and longer recovery. Congratulations on making the move to Foxdale. I understand how difficult that decision can be.

Unfortunately, Foxdale is located in State College Borough and not in College Township so I'm sad to tell you that you will be unable to continue to serve on the Water Authority.

I will add your email to the upcoming Council agenda where it will be accepted as your resignation from the Authority.

I wish to personally thank you for your service over these many years. You will be missed.

I also wish you well and all good things in your next chapter!

Best, Adam

Get [Outlook for iOS](#)

From: Michael Grutzeck <michaelgrutzeck@gmail.com>

Sent: Friday, March 6, 2026 10:26 AM

To: Adam Brumbaugh <abrumbaugh@collegetownship.org>

Subject: Moving to Foxdale

Dear Adam: As you know I am moving to Foxdale. We still have our house in Lemont and use it as our official mailing address and place of residency. We hate to give up our past and move on. Therefore I must inform you of our pending move and thus relinquish my position on the Water Authority. I am in transit, we are keeping the house and are using it as our home address but at the same time moving to a cottage here at Foxdale. I am sorry to leave and I know it is inevitable. So do what you think best. Otherwise I will see you at the next meeting on the 18th. Best regards to all. Michael



Pennsylvania
Department of Transportation

Received

MAR 09 2026

College Township

March 6, 2026

College Township Manager
Attn Adam Brumbaugh
1481 East College Avenue
State College, PA, 16801

Reference: **State College Area Connector Project
Centre County, PA
Draft Environmental Impact Statement (DEIS) and Draft
Individual Section 4(f) Evaluation Comment Period and Public
Hearing**

Dear Mr. Brumbaugh,

The Pennsylvania Department of Transportation (PennDOT) District 2-0 and the Federal Highway Administration (FHWA) are pleased to announce the availability of the Draft Environmental Impact Statement (DEIS) and Draft Individual Section 4(f) Evaluation (Section 4(f)) for review and comment, and the Public Hearing for the State College Area Connector Project. The project proposes to construct an eight-mile, four-lane limited access facility on new alignment from the four-lane section of US 322/Mount Nittany Expressway near PA 45 to US 322 at Potters Mills.

The 45-day DEIS and Draft Section 4(f) review and comment period will begin on Friday, March 6, 2026, and will end on Monday, April 20, 2026. The DEIS, Draft Section 4(f) and supporting technical files are available for review via the project website at www.PennDOT.pa.gov/SCAC. Copies of the DEIS and Draft Section 4(f) are also available for review at the following locations:

- Federal Highway Administration – PA Division / 30 North Third Street, Suite 700 / Harrisburg, PA 17101 / [\(717\) 221-3461](tel:7172213461) / Office Hours: 8:00 AM to 4:00 PM (Monday to Friday)
- PennDOT Engineering District 2-0 / 70 PennDOT Drive, Clearfield, PA 16830 / [\(814\) 765-0400](tel:8147650400) / Office Hours: 8:00 AM to 4:00 PM (Monday to Friday)
- Harris Township / 224 East Main Street, Boalsburg, PA 16827 / [\(814\) 466-6228](tel:8144666228) / Office Hours: 8:00 AM to 4:30 PM (Monday to Friday)
- Potter Township / 124 Short Road, Spring Mills, PA 16875/ [\(814\) 364-9176](tel:8143649176) / Office Hours: 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM (Monday, Wednesday, Friday)

State College Area Connector DEIS Public Comment Period and Public Hearing
 Page 2
 March 6, 2026

- Benner Township / 1224 Buffalo Run Road, Bellefonte, PA 16823 / (814) 355-1419 / Office Hours: 8:00 AM to 4:00 PM (Monday to Friday)
- Centre Hall Borough / 134 North Hoffner Avenue, Centre Hall, PA 16801 / (814) 364-1772 / Hours: 7:00 AM to 3:30 PM (Monday to Friday)
- College Township / 1481 East College Avenue, State College, PA 16801/ (814) 231-3021 | Office Hours: 8:00 AM to 5:00 PM (Monday to Friday)
- Centre County Metropolitan Planning Organization / 2643 Gateway Drive, Suite 4, State College, PA 16828 / (814) 231-3050 | Office Hours: 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM (Monday to Friday)
- Spring Township / 1309 Blanchard Street, Bellefonte, PA 16823 / (814) 355-7543 | Office Hours: 8:00 AM to 5:00 PM (Monday to Friday)
- Centre County Government / 420 Holmes Street, 3rd Floor, Bellefonte, PA 16823 / (814) 355-6700 | Office Hours: 8:00 AM to 5:00 PM (Monday to Friday)
- Centre Hall Library and Historical Museums / 109 West Beryl Street, Centre Hall, PA 16828 / (814) 364-2580 | Hours: 10:00 AM to 4:00 PM (Monday, Wednesday and Friday); 1:00 PM to 7:00 PM (Tuesday and Thursday); 10:00 AM to 4:00 PM (Friday); 10:00 AM to 2:00 PM (Saturday)

As part of the 45-day comment period, PennDOT and FHWA will conduct a Public Hearing on the DEIS and Draft Section 4(f). The hearing will be held on **Tuesday, April 7, 2026**, at the Calvary Church-Harvest Fields, 150 Harvest Fields Drive, Boalsburg, PA 16827. Doors will open at 4:00 PM, and the public hearing will begin at 5:00 PM. Private testimony will be accepted from 4:00 PM to 8:00 PM, and public testimony will be accepted from 5:30 PM to 8:00 PM.

Prior to this public hearing, PennDOT would like to invite you to a meeting for elected officials to preview the public hearing information. That meeting will be held on **Wednesday, April 1, from 10:00 AM to 12:00 PM** at the Boalsburg Fire Company, 113 E. Pine St, Boalsburg, PA. Please RSVP to icole@jmt.com by March 27.

For your information, comments on the DEIS and Draft Section 4(f) will be accepted in the following ways:

1. **Provide public verbal testimony** (5-minute time limit) by attending the public hearing. Individuals may register on the project website in advance or at the hearing. Public verbal testimony will begin at 5:30 PM
2. **Provide private verbal testimony** (5-minute time limit) to a stenographer at the public hearing between 4:00 PM and 8:00 PM. Testimony will be taken on a first-come, first-serve basis.
3. **Submit written comments in person** by completing a comment form at the public hearing between 4:00 PM and 8:00 PM.

State College Area Connector DEIS Public Comment Period and Public Hearing
Page 3
March 6, 2026

4. **Submit written comments online** through the project website (www.PennDOT.pa.gov/SCAC) or by sending letters or emails to:

PennDOT Engineering District 2-0

70 PennDOT Drive
Clearfield, PA 16830
Attn: Eric Murnyack, P.E.
emurnyack@pa.gov

Comments must be received by April 20, 2026.

All comment submission methods—public testimony, private verbal testimony, and written comments—are treated equally and receive the same level of consideration. All comments received during the designated comment period and at the public hearing will be considered. These comments will become part of the public record associated with this action.

For more information regarding the project, please contact Eric Murnyack, P.E., PennDOT Project Manager at (814) 765-0435 or visit the project website at www.PennDOT.pa.gov/SCAC.

Sincerely,



Thomas A. Prestash, P.E.,
District Executive

**COLLEGE TOWNSHIP
CENTRE COUNTY PENNSYLVANIA**

PROCLAMATION P-26-03

**A PROCLAMATION OF THE TOWNSHIP OF COLLEGE, CENTRE COUNTY,
RECOGNIZING MARCH AS PROBLEM GAMBLING AWARENESS MONTH**

WHEREAS, problem gambling is a public health issue affecting individuals and families of all ages, races, genders, and backgrounds; and

WHEREAS, problem gambling can have significant social, emotional, and financial impacts on individuals, families, and communities; and

WHEREAS, problem gambling is treatable and treatment is effective in minimizing harm to individuals, families, and society as a whole; and

WHEREAS, numerous individuals, professionals, agencies, and organizations have dedicated their efforts to educating the public about problem gambling and the availability and effectiveness of treatment; and

WHEREAS, the Township of College is the host community to a Category 4 mini-casino; and,

WHEREAS, the Township of College has made clear its intentions to both monitor and mitigate within in its power the negative social impacts that may come from the Category 4 mini-casino; and,

WHEREAS, promoting awareness of problem gambling provides an opportunity to educate residents and public officials about the social and financial issues associated with problem gambling and the availability of prevention, treatment, and recovery services.

NOW, THEREFORE, BE IT PROCLAIMED that the Council of the Township of College, Centre County, Pennsylvania, hereby recognizes the month of **March as Problem Gambling Awareness Month** and encourages residents to learn more about the signs of problem gambling and the availability of prevention, treatment, and recovery services.

BE IT FURTHER PROCLAIMED that residents in need of assistance are encouraged to seek help through available resources, including the confidential helpline **1-800-GAMBLER**.

PROCLAIMED and **ADOPTED** this 19th day of March 2026, by the Council of the Township of College, Centre County, Pennsylvania.

COLLEGE TOWNSHIP COUNCIL:

Susan Trainor, Chair

ATTEST:

Adam T. Brumbaugh, Manager/Secretary



Centre Region Council of Governments
REGIONAL REFUSE AND RECYCLING PROGRAM
www.crcog.net/refuse

2643 Gateway Drive, Suite 4 • State College, PA 16801-3092
 Phone: (814) 234-7198 • Fax: (814) 231-3083 • Email: recycler@crcog.net

March 5, 2026

Memo to Municipalities in COG Refuse Contract

Re: Contract Rates starting April 1, 2026

The COG Climate Action and Sustainability Committee approved new rates for the Residential Refuse and Recycling contract on March 5, 2026. These rates will take effect on April 1, 2026 and extend through March 31, 2027.

The Boards of Supervisors of several municipalities must formally adopt these residential rates this month; other municipalities could provide this information to their boards.

Rates for the Residential Refuse and Recycling contract adjust annually on April 1 for each year of the contract by three factors: disposal costs at the Centre County Recycling and Refuse Authority, fuel costs (CNG), and the Consumer Price Index for collection and billing services. This year, there were no fuel cost increases. The annual adjustment for total residential rates is capped at a 5% increase. Rates this year increased between 0.6 % and 2.54 %.

The rates for the April 1, 2026 to March 31, 2027 contract year are provided in the table below.

Service Level	2026 Cost per Quarter	Extra Services	2026 Cost per Quarter
95-gallon Service	\$ 95.64	Extra 95-gal cart	\$ 58.44
65-gallon Service	\$ 91.68	Extra 65-gal cart	\$ 54.48
35-gallon service	\$ 85.98	Extra 35-gal cart	\$ 48.78
Door Service	\$125.64	Cart size switch	\$ 25

The new rates will be published in the Refuse and Recycling Newsletter that is mailed with all mailed invoices and a link to the newsletter will be provided for all emailed invoices. Invoices themselves will alert residents to this change. I will send an item to municipalities for inclusion in any upcoming newsletters as well. Finally, the new rates will be published on the COG website at www.crcog.net/refuse.

Please contact me if you need any additional information.

Thank you.

Shelly G. Mato
 Refuse and Recycling Program Administrator



COLLEGE TOWNSHIP

MEMORANDUM

To: College Township Council
From: Amy J. Kerner, P.E., Public Works Director
Thru: Adam Brumbaugh, Township Manager
Re: Project 26-01 Pavement Markings Bid
Date: March 11, 2026

College Township, along with 10 other municipalities in the region, routinely piggybacks on Patton Township's yearly contract for pavement markings. Bids were opened and read aloud on Tuesday, March 10, 2026. The advertisement for bids was published in the Centre Daily Times on February 18, 2026 and sent to approximately 24 qualified contractors. For the first time in many years, more than one bid was received. The low bidder for the overall contract was received from FRS Parking Lot Painting Co, LLC.

College Township's share of this bid totals **\$59,005.40** and includes estimated quantities for the long line painting on various streets, bicycle path crossings, and re-painting pavement markings at all signalized intersections including crosswalks, stop bars and directional arrows.

The 2026 budgeted amount is \$63,000 (Acct #35-438-322) and is based on quantities from previous years and a modest increase in unit prices. The final price the Township will pay is based on the actual quantity of completed pavement markings.

In accordance with the Second Class Township Code, Council must be informed and agree to participate in inter-municipal contracts.

I recommend the following motion:

“Council agrees to participate in the inter-municipal contract with Patton Township using FRS Parking Lot Painting Co, LLC, the low bidder, to complete College Township's pavement markings for 2026.”



COLLEGE TOWNSHIP

MEMORANDUM

To: College Township Council
From: Mike Bloom, Assistant Township Manager
Re: OB-1: SPPA Termination Agreement
Date: March 10, 2026, for March 19th meeting

Background:

During the Fall of 2025, Prospect 14, the anticipated developer of the Solar Power Purchase Agreement (SPPA) approached the Centre County Solar Group (CCSG) with concerns pertaining to the economic viability of the project.

In early 2026, following extensive discussions between Prospect 14, the Project Management Team and GreenSky Consulting, the Group's consultant for the project, a mutual termination agreement was presented to the CCSG. This agreement would relieve CL-Route 58 B LLC, the owner of the project, and the member entities of the SPPA. All of the solicitors from all of the member organizations in the CCSG have reviewed and approved the termination agreement language.

Each member entity of the CCSG, which includes College Township and the College Township Water Authority, is being presented with the attached termination agreement for consideration at their respective meetings throughout March.

In consideration of being relieved of the agreement, a payment of \$135,000 from Prospect 14 will be disbursed among the CCSG entities using the existing cost share formula. As a reminder, the CCSG was created when the SPPA was signed by ten entities. The five entities who participated in the initial SPPA Working Group, but ultimately opted not to participate in the SPPA, will not receive a portion of this payment.

Legal costs totaled just under \$268,000 for the organizations in the SPPA. After the proposed termination payment, net legal costs are anticipated to be just shy of \$133,000 for the CCSG. The original SPPA Working Group had also previously paid \$69,676 to GreenSky Consulting during the creation of the SPPA, and \$66,500 for consulting services during 2025.

At the CCSG's meeting on February 27th, GreenSky Consulting reported they were waiving all fees for assisting in the termination of this agreement and are interested in working with any or all members of the group as an energy broker in the future. They also shared that the members can either satisfy or terminate their existing retail agreements with Direct Energy/NRG, which are set to expire in June 2026 for the Township and CTWA, or expand that relationship to purchase electricity.

Recommended Action:

Staff recommends that Council approve the termination agreement with CL-Route 58 B LLC as presented.

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (this “Agreement”) is dated as of March [●], 2026, by and between CL-Route 58 B LLC, a Delaware limited liability company (“Seller”), and Township of College, a township of the third class with administrative offices located at 1481 East College Avenue, State College, Pennsylvania, (“Purchaser,” and together with Seller, the “Parties,” and each, a “Party”). Capitalized terms used but not defined herein have the meanings given to them in the PPA.

WHEREAS, the Parties entered into that certain Power Purchase Agreement dated as of June 1, 2025 (the “PPA”); and

WHEREAS, in addition to the PPA entered into by the Parties, other entities described in Exhibit “A” attached hereto (the “Consortium”) entered into similar agreements with the Seller, which Consortium was led by the State College Area School District (hereinafter “SCASD”); and

WHEREAS, the Parties desire to terminate the PPA and mutually release each other from any and all claims, whether absolute or contingent, and whether now existing or hereafter arising, under, pursuant to, in connection with, or otherwise related to, the PPA on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual releases and covenants herein and the payment of the Termination Consideration (as defined below), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of the PPA. The PPA is hereby terminated and, effective as of the Termination Date (as defined below), PPA shall terminate in its entirety and none of the Parties thereunder shall have any further liability or obligation whatsoever, whether absolute or contingent, including without limitation that the Seller shall be free from any and all liabilities to pay any liquidated damages, and all such liabilities and obligations shall be fully and finally extinguished, notwithstanding anything to the contrary in the PPA. For clarity, the Parties acknowledge and agree that (i) the System was never constructed and COD did not occur; (ii) no Energy Output was scheduled or delivered and no invoices were issued or payments made under Article III; and (iii) the InSchedule Implementation Agreement by and among Seller, Purchaser and Direct Energy Business, LLC, dated as of June 1, 2025, and any other ancillary or enabling agreements related to forecasting, scheduling, or invoicing with the Designated Retail Supplier under the PPA were never implemented and, concurrently with the termination of the PPA, shall automatically terminate and be of no further force or effect, with all rights, duties, and obligations of the parties thereunder fully released and discharged. For the avoidance of doubt, notwithstanding any provisions to the contrary in Articles VII and XIII of the PPA or elsewhere in the PPA, the termination effected hereby is without fault and is not an Event of Default, and shall not give rise to any Termination Amount or other default remedy under Article XIII of the PPA.

2. Mutual Releases.

- a. *Purchaser Release.* Effective as of the Termination Date, Purchaser, on behalf of itself and, to the maximum extent permissible by law, each of its current or former, direct and indirect, parent companies, subsidiaries, affiliates and respective assigns, predecessors, successors, related entities, employees, agents, directors, officers, managers, professionals, insurers, staff and other representatives (collectively, the “Purchaser Releasers”), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and having been represented by counsel and having been fully and adequately informed as to the facts, circumstances and consequences of this Agreement, hereby forever, irrevocably, fully, and unconditionally release, acquit, remise, and discharge Seller, and its current, former and future parent companies, subsidiaries, controlled companies, divisions, affiliates, ventures, predecessors, successors, related entities, and their respective former and present employees, attorneys, agents, insurers, directors, officers, trustees, principals, members, managers, stockholders, owners, partners, insurers, professionals, staff, spouses, heirs, executors, administrators, and other representatives, successors and assigns (collectively, the “Seller Releasees”), from and against any and all claims, liens, demands, charges, actions, causes of action, suits, arbitrations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, indemnities, variances, trespasses, damages, costs, expenses, attorneys’ fees, compensation, fines, penalties, losses, judgments, extents, executions, obligations, complaints, and liabilities of any kind, nature or description, in any capacity whatsoever, whether known or unknown, whether in law or in equity, whether compulsory or permissive, whether sounding in tort, contract, statutory or regulatory violation or otherwise (collectively, “Released Claims”), that the Purchaser Releasers, or any of them, ever had or now have, whether known or unknown, discovered or undiscovered, suspected or unsuspected, foreseen or unseen, vested or contingent, accrued or unaccrued, liquidated or unliquidated, asserted or unasserted, matured or unmatured, direct or indirect, derivative or subrogated, individual, class, representative, or other capacity, which have arisen or which may arise by reason of any matter or cause whatsoever, directly or indirectly, out of or relating to the PPA. Purchaser, on behalf of itself and its successors and assigns, further covenants and agrees not to pursue or prosecute any suit, claim, action, or proceeding seeking recovery against or from any one or more of the Seller Releasees arising out of or relating to any one or more of the Released Claims.

- b. *Seller Release.* Effective as of the Termination Date, Seller, on behalf of itself, and, to the maximum extent permissible by law, each of its current or former, direct and indirect, parent companies, subsidiaries, affiliates and respective assigns, predecessors, successors, related entities, employees, agents, directors, officers, managers, members, stockholders, partners, limited partners, investors and/or holders of any other beneficial interest, professionals, insurers, staff and other representatives (collectively, the “Seller Releasers”), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and having been represented by counsel and having been fully and adequately informed as to the facts, circumstances and consequences of this Agreement, hereby forever, irrevocably, fully, and unconditionally release, acquit, remise, and discharge Purchaser and its current, former and future parent companies, subsidiaries, divisions, affiliates, predecessors, successors, related entities, and their respective former and present employees, attorneys, agents, directors, officers, managers, insurers, professionals, staff, and other representatives, successors and assigns (collectively, the “Purchaser Releasees”), from and against any and all Released Claims, that the Seller Releasers, or any of them, ever had or now have, whether known or unknown, discovered or undiscovered, suspected or unsuspected, foreseen or unseen, vested or contingent, accrued or unaccrued, liquidated or unliquidated, asserted or unasserted, matured or unmatured, direct or indirect, derivative or subrogated, individual, class, representative, or other capacity, which have arisen or which may arise by reason of any matter or cause whatsoever, directly or indirectly, out of or relating to the PPA. Seller, on behalf of itself, and its successors and assigns, further covenants and agrees not to pursue or prosecute any suit, claim, action, or proceeding seeking recovery against or from any one or more of the Purchaser Releasees arising out of or relating to any one or more of the Released Claims.
3. No Admission; Broad Waiver of Unknown Claims. The releases in Section 2 are intended to be construed broadly to the fullest extent permitted by Applicable Law and constitute a full and final settlement of released matters without admission of liability by any Party. Each Party expressly waives any benefits of any rule of law that would otherwise limit the scope of these releases to known or suspected claims as of the Termination Date, to the fullest extent permitted by Applicable Law.
4. Termination Consideration; Default; Conditions.
 - a. *Amount and Payee.* As consideration for this Agreement and the releases herein, Seller shall pay, or cause to be paid, the amount of One Hundred Thirty-Five Thousand U.S. Dollars (\$135,000.00) (the “Termination Consideration”) to

SCASD to be distributed to the Consortium or as Purchaser otherwise instructs in writing. Payment shall be made by wire transfer of immediately available funds pursuant to written instructions provided by Purchaser and pursuant to the following schedule: (a) Seventeen Thousand Five Hundred U.S. Dollars (\$17,500.00) within three (3) business days of the last of the Consortium members to approve this Agreement and/or a similar release agreement; and (b) One Hundred Seventeen Thousand Five Hundred U.S. Dollars (\$117,500.00) at the earlier of June 30, 2026 or financial close of a seller financing transaction involving Seller or its assets.

- b. *Default.* Should Seller be in default on any of the foregoing payments, and such default remain uncured within five (5) days of electronic notice thereof, any remaining payments shall become accelerated and become there and then due. Purchaser may in such circumstances recover any costs of collection, including reasonable attorney's fees.
- c. *Condition Precedent.* This Agreement shall become effective upon Seller's payment of the entirety of the Termination Consideration and SCASD's receipt of such Termination Consideration on behalf of the Consortium (the "Termination Date"), which Purchaser and/or SCASD shall promptly notify Seller upon receipt of the same (email sufficient).

5. Confidentiality; Credit Support.

- a. *Confidentiality and Proprietary Information.* The confidentiality and proprietary information obligations under Article XVII of the PPA shall continue to apply for the survival periods stated therein, and each Party shall, upon the other Party's written request, return or destroy Proprietary Information consistent with Article XVII.
- b. *Credit Support.* Each Party represents that no Credit Support (including any Seller Credit Amount or Purchaser's Performance Assurance) was posted under Article XVI.

6. Dispute Resolution; Governing Law; Jury Trial Waiver.

- a. *Dispute Resolution and Venue.* Any dispute arising out of or relating to this Agreement shall be brought in the Court of Common Pleas of Centre County, Pennsylvania, and the Parties submit to such court's jurisdiction and venue.

- b. *Governing Law.* This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules.
 - c. *Jury Trial Waiver.* EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.
7. Notices. Notices under this Agreement shall be given in accordance with Section 24.3 of the PPA (as updated by any Party in writing), and the notice details in Section 24.3 of the PPA are incorporated herein by reference for convenience.
 8. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to the termination of the PPA and supersedes all prior and contemporaneous agreements and understandings relating to such subject matter. This Agreement may be amended or modified only by a written instrument executed by both Parties.
 9. Authority; No Third-Party Beneficiaries. Each Party represents and warrants that it has full power and authority to execute and deliver this Agreement. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and no other Person shall be a third-party beneficiary hereof, except as expressly stated in Section 2 (with respect to released Persons).
 10. Further Assurances. From and after the Termination Date, each Party shall, upon the reasonable request of any of the other Parties hereto, at any time and from time to time, execute, acknowledge, deliver and perform all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and instruments of further assurances as may reasonably be necessary or appropriate to carry out the provisions and intent of this Agreement.
 11. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
 12. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, including by electronic signatures and PDF delivery, each of which will be deemed an original and which together shall constitute one and the same instrument.

[Signature blocks follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Mutual Termination Agreement as of the date first set forth above.

PURCHASER:

COLLEGE TOWNSHIP

By: _____
Name: Susan Trainor
Title: Chair

ATTEST:

By: _____
Name: Adam T. Brumbaugh
Title: Township Secretary/Manager

SELLER:

CL-ROUTE 58 B LLC

By: _____
Name:
Title:

Acknowledged and agreed with respect to Section 1:

DIRECT ENERGY BUSINESS, LLC

By: _____
Name:
Title:

EXHIBIT "A"

Consortium Members

Centre County

Centre Region Council of Governments

College Township

Ferguson Township

Harris Township

Patton Township

State College Borough

College Township Water Authority

State College Borough Water Authority

State College Area School District



MEMORANDUM

To: College Township Council

From: Adam Brumbaugh, Township Manager

Re: *College Township Water Authority – Modification of Articles of Incorporation;
Extension of Authority Life*

Date: 03/13/2026

In accordance with the Municipality Authorities Act of 1945, the Township is in receipt of an adopted Resolution (R-26-04) of the College Township Water Authority (Authority) seeking to amend its Articles of Incorporation to extend the life of the Authority. The purpose of the request is necessary so that the Authority may secure additional water revenue financing of \$4,980,000 for use in funding capital projects, principally the Oak Hall Park Well #20 and related water main transmission line.

The modification to extend the life of the Authority requires that the “existence” of the Authority meet or exceed the length of the financing term. In this case, the original 50-year life of the Authority – which began on May 14, 1996 – is no longer sufficient to cover the length of the sought-after financing – through December 2051. The requested extension of 50-years of additional life for the Authority will meet, and exceed, the 25-year financing term. This requested extension will perpetuate the Authority's life until the year 2076.

Again, the Municipality Authorities Act of 1945 requires that the proposed amendment be 1) approved by the Authority 2) approved by the governing body that created the Authority, 3) properly advertised, and, if approved, 4) forwarded for recording to the Pennsylvania Department of State.

Council is requested to act favorably on the proposed amendment to the College Township Water Authority's Articles of Incorporation. The extension of the life of the Authority until 2076 is in the best interests of College Township and the 3,000+ commercial, industrial and residential customers of the Authority.

Proposed below is the suggested action:

“Move to approve the request to amend the College Township Water Authority Articles of Incorporation to extend the life of the Authority for 50-years until March 19, 2076, and, furthermore, authorize the Township Secretary to promptly advertise this change and notify the Pennsylvania Department of State of this action.”

End of memo

**COLLEGE TOWNSHIP
CENTRE COUNTY, PENNSYLVANIA**

RESOLUTION R-26-11

**A RESOLUTION OF THE TOWNSHIP OF COLLEGE, CENTRE COUNTY,
PENNSYLVANIA, APPROVING ARTICLES OF AMENDMENT TO THE ARTICLES
OF INCORPORATION OF THE COLLEGE TOWNSHIP WATER AUTHORITY
PURSUANT TO THE PROVISIONS OF 53 Pa.C.S. § 5605**

WHEREAS, the College Township Water Authority (the “Authority”) was incorporated on May 14, 1996, in compliance with the provisions of the Municipality Authorities Act of 1945, 53 Pa.C.S. § 5601 *et seq.*; and

WHEREAS, the Municipality Authorities Act, as amended, provides at 53 Pa.C.S. § 5605(a)(2) that an authority organized under the Act may amend and add to its Articles of Incorporation a provision increasing the authority’s term of existence to a date not exceeding 50 years from the date of approval of Articles of Amendment; and

WHEREAS, the procedures for amendment specified under 53 Pa.C.S. § 5605(b) require that the Board of the Authority adopt a Resolution setting forth the proposed amendment and directing that it be submitted to the governing body of College Township; and

WHEREAS, it is in the Authority’s best interests to amend its Articles of Incorporation to increase its term of existence for 50 years; and

WHEREAS, the Authority has adopted the required Resolution and submitted same to College Township Council.

NOW, THEREFORE, the Council of the Township of College adopts the following resolutions:

BE IT RESOLVED, that the Articles of Incorporation of the Authority be amended to add a new section which shall read as follows: “The Authority’s term of existence shall extend for a period of 50 years from the date of approval of the Articles of Amendment.”

BE IT FURTHER RESOLVED, that the Township Manager of College Township is directed to advertise this action and take all necessary steps to transmit the amendment to the College Township Water Authority’s Articles of Incorporation to the Pennsylvania Department of State.

DULY APPROVED by the Council of the Township of College, this 19th day of March 2026.

COLLEGE TOWNSHIP COUNCIL:

Susan Trainor, Council Chair

ATTEST:

Adam T. Brumbaugh, Township Manager/Secretary



Fw: Rockview lands - stakeholder letter

From Adam Brumbaugh <abrumbaugh@collegetownship.org>

Date Mon 3/16/2026 11:18 AM

To Katy VanAmburg <kvanamburg@collegetownship.org>

Katy,

See my highlighted response that should be included in the CTC packet. (You may have to do some cutting & pasting so as not to confuse Council or other readers of the material).

Adam

From: Kevin Abbey <kabbey12@gmail.com>

Sent: Friday, February 27, 2026 7:38 AM

To: Adam Brumbaugh <abrumbaugh@collegetownship.org>

Cc: Randy Brachbill <rbrachbill@bellefontepa.gov>; dpribulka@bellefontepa.gov <dpribulka@bellefontepa.gov>; lingle1275@gmail.com <lingle1275@gmail.com>; David Roberts <puzzlewuzzle.dr@gmail.com>; Sharon Royer <slrbtwp@aol.com>; Gretchen Brandt <Gbrandt@collegetownship.org>; Lee Murphy <leeemurphy@gmail.com>; Trevor White <twhite@twp.ferguson.pa.us>; Thomas King <tking@twp.ferguson.pa.us>; lorinnauman@halfmoontwp.us <lorinnauman@halfmoontwp.us>; Stoicovy Donnan <dmstoicovy@gmail.com>; Amy Smith <townshipclerk@halfmoontwp.us>; cmurrell@harristownship.org <cmurrell@harristownship.org>; Robert L Igo <rli2@psu.edu>; mboeckel@harristownship.org <mboeckel@harristownship.org>; Susan Chyczewski <schyczewski@twp.patton.pa.us>; Douglas Mason <ramakong1@gmail.com>; Amy Farkas <afarkas@twp.patton.pa.us>; secretary@pottertownship.org <secretary@pottertownship.org>; david@capperella.com <david@capperella.com>; Mike Danneker <mdanneker@springtownship.org>; Tom Fountaine <TFountaine@statecollegepa.us>; Olivia Lopatofsky <olopatofsky@statecollegepa.us>; walkertownship@gotmc.net <walkertownship@gotmc.net>; Spring Creek Watershed Commission <springcreekwatershedcommission@gmail.com>; Deborah <d5me16@gmail.com>

Subject: Re: Rockview lands - stakeholder letter

G'Morning Adam,

Nice to hear from you. I appreciate you reaching out re:the Rockview lands letter sent to your office, all Spring Creek Watershed Commission members and all member municipal offices. You raise several interesting points for consideration.

I'm traveling today and will respond after my arrival back home in the watershed later this afternoon.

Thank you,

Kevin Abbey, SCWC Vice-Chair and Treasurer (814) 777-389)

On Feb 26, 2026, at 12:13 PM, Adam Brumbaugh <abrumbaugh@collegetownship.org> wrote:

Kev

I appreciate being copied on this email and having a chance to review the draft letter. I wanted to share a few thoughts with you and the Committee.

While it is entirely appropriate for the SCWC to advocate on behalf of the Commission's mission, I believe that a letter addressed to Governor Shapiro regarding Rockview is premature.

As individual members of the Commission are each appointed by a participating municipality, I would strongly suggest that a draft letter be circulated amongst member municipalities for their review and comment. This will provide each an opportunity to provide feedback on the letter to their respective appointed members of the SCWC.

Furthermore, I believe that any letter should be addressed to our local state legislative representatives - Paul Takac in particular - rather than to Governor Shapiro. While the Commission seems to have done due diligence in formulating the opinions expressed in the draft letter by speaking to various stakeholders, it is our local state representatives that will play a significant central role in forthcoming discussions and decisions concerning Rockview. Important work has already been done by Rep. Takac and others with the Governor's office on a wide variety of concerns relative to the Rockview property. It is my strong opinion that any letter from SCWC be addressed to Representative Takac with Senator Chris Dush and Representative Kerry Benninghoff being copied (or jointly addressed).

Finally, I would remind the SCWC that the "community" that the letter references it is representing is broader than the organizations identified as "signers" or "potential signers" of the draft letter. I believe it is important that this is recognized in any letter forthcoming from SCWC specifically or the overall group in general. There are potentially hundreds or thousands of acres of Department of Corrections property to be considered in a discussion of "Rockview". It is my personal opinion that the needs of all interested parties can be appropriately addressed.

Sincerely,

Adam Brumbaugh
College Township Manager

From: Kevin Abbey <kabbey12@gmail.com>
Sent: Wednesday, February 25, 2026 5:13 PM
To: Randy Brachbill <rbrachbill@bellefontepa.gov>; dpribulka@bellefontepa.gov <dpribulka@bellefontepa.gov>; lingle1275@gmail.com <lingle1275@gmail.com>; David Roberts <puzzlewuzzle.dr@gmail.com>; Sharon Royer <slrbtwp@aol.com>; Gretchen Brandt <Gbrandt@collegetownship.org>; Lee Murphy <leemurphy@gmail.com>; Adam Brumbaugh <abrumbaugh@collegetownship.org>; Trevor White <twhite@twp.ferguson.pa.us>; Thomas King <tking@twp.ferguson.pa.us>; lorinnauman@halfmoontwp.us <lorinnauman@halfmoontwp.us>; Donnan Stoicovy (dmstoicovy@gmail.com) <dmstoicovy@gmail.com>; Amy Smith <townshipclerk@halfmoontwp.us>; cmurrell@harristownship.org <cmurrell@harristownship.org>; Igo, Robert L <rli2@psu.edu>; mboeckel@harristownship.org <mboeckel@harristownship.org>;

Chyczewski, Susan <schyczewski@twp.patton.pa.us>; Douglas Mason <ramakong1@gmail.com>; Farkas, Amy <afarkas@twp.patton.pa.us>; secretary@pottertownship.org <secretary@pottertownship.org>; david@capperella.com <david@capperella.com>; Mike Danneker <mdanneker@springtownship.org>; Tom Fontaine <TFontaine@statecollegepa.us>; Olivia Lopatofsky <olopatofsky@statecollegepa.us>; walkertownship@gotmc.net <walkertownship@gotmc.net>
Cc: Spring Creek Watershed Commission <springcreekwatershedcommission@gmail.com>; Deborah <d5me16@gmail.com>
Subject: Rockview lands - stakeholder letter

Dear Spring Creek Watershed colleagues,

Since the PA Department of Corrections announced, over a year ago, its intentions to close State Correctional Institution (SCI) Rockview, the Watershed Commission has been involved with conversations/discussions throughout the community concerning the impact of closing SCI Rockview and future land use scenarios for the 5,700 acres of Rockview-owned land.

These discussions have occurred during regular SCWC meetings and in various committees under the Watershed Commission - Atlas, Governments, Authorities, Conservation & Stewardship, Executive, and Stormwater Workgroup - as well as with community partners (public, private and non-profit). Detailed analysis has been conducted about the relationship of Rockview land and Spring Creek and the watershed community by:

- College Township,
- ClearWater Conservancy,
- Centre County Planning & Community Development,
- Keystone Water Resources Center,
- PA Fish & Boat Commission,
- Susquehanna River Basin Commission,
- Chamber of Business & Industry of Centre County (CBICC),
- and other interested parties.

My purpose in writing today is to present you with a community stakeholder letter to Governor Shapiro (attached). The letter was put together by several conservation partners in the Spring Creek Watershed because there is so much uncertainty about the fate of Rockview lands, because past examples of the turnover of state-owned land have been handled surreptitiously with poor outcomes, and because a community vision for the handling of Rockview lands needs transparency and accountability. It is noteworthy that several legislative proposals have come forward to ensure "transparency and accountability" in the handling of SCI Rockview lands.

Please take a few moments to read the attached letter.

The Executive Committee has reviewed the letter and recommends signing the letter to show SCWC support.

A Special Meeting has been called by Chair Randy Brachbill for 12:00 PM, Thursday, March 5, 2026 via Zoom for a vote by the full Watershed Commission on the Executive Committee recommendation to authorize signature of the letter.

Zoom meeting details will follow shortly.

The Executive Committee believes the fate of Rockview lands and articulating a community vision of future land use is totally consistent with Spring Creek Watershed Commission objectives and integrated with our mission. We recommend that the SCWC pledges its support for this effort and takes action to sign the letter.

Please let us know your thoughts and viewpoint.

Thank you on behalf of Randy Brachbill and the Executive Committee

Kevin Abbey, Watershed Commission Vice-Chair

814-777-3898

[Spring Creek Watershed Commission](#)

Spring Creek Watershed Atlas

"An abiding partnership of local government to protect Spring Creek"

<Rockview Stakeholder Letter 02252026(6).docx>



MARCH 2026

SUBDIVISION/LAND DEVELOPMENT PLAN COUNCIL ACTION DEADLINES

Title	Submitted	Action Deadline
PSU – Relocate Bike at Innov.	1/20/2026	4/20/2026
PSU – ADL Master	2/17/2026	5/18/2026

SUBDIVISION/LAND DEVELOPMENT PLAN ACTIVITY

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

		comments due; to PC 11/18; to CTC 12/4; 12/5 conditional approval letter sent, 12/11 accepted; to coordinate with Keller Eng.; ext. req. received 2/6, to CTC 2/19, sent approval 2/20
PAM Health Subdivision	April 5, 2026	10/28 submitted; 10/29 completeness review and comment request letter sent; 11/14 comments due, sent 11/17; revision due 11/24; to PC 12/2; to CTC 1/5; 1/6 conditional approval letter sent, 1/6 accepted; property to be posted for Public hearing 2/6; Intent to Serve letter issued by CTWA; Agreement to be reviewed to include water
PSU – Relocate Bike @ Innov.	April 20, 2026	1/20 submitted; 1/20 completeness review and Comment request letter sent; 1/30 comments due; revision due 2/9; comments due 2/13; to PC 2/17, to CTC 3/5
PSU – ADL Master	May 18, 2026	2/17 submitted; 2/17 completeness review and Comment request letter sent; 2/27 comments due; revision due 3/9 ; comments due 3/13 <i>or</i> 3/20; revision due 3/23 <i>or</i> 3/30; comments due 4/3; to PC 4/7, to CTC 4/16

MINOR PLANS

Summit Park/Stuckey	Submitted 8/8/2025 Expires 10/7/2025 Record by 3/30/2026	sent to Schnure, Kauffman & Wargo; comments due 8/22; revision due (Tues) 9/2; comments due 9/19; no more comments from staff, approval letter dated 12/30
Maxwell Storage	Submitted 12/22/2025 Expires 04/21/2026	sent to Schnure, Kauffman & Wargo; comments due 1/9/2026; revision due 2/2; comments due 2/6; 2/6 CT requested review ext., approved 2/9; revision due after on-site meeting (TBD)
PSU-Bee Research Facility	Submitted 1/5/2026 Expires 5/5/2026	sent to Schnure, Kauffman & Wargo; comments due 1/16, sent 1/20; revision due 2/9; comments due 2/13 & review ext requested (2/17 granted); revision due 2/23; comments due 3/6
PSU-Road Realignment	Submitted 1/5/2026 Expires 5/5/2026	sent to Schnure, Kauffman & Wargo; comments due 1/16, sent 1/20; revision due 2/9; comments due 2/13 & review ext requested (2/17 granted), revision due 2/23; comments due 3/6
Nittany Casino	Submitted 2/17/2026 Expires 4/18/2026	sent to Schnure, Kauffman & Wargo; comments due 2/27; revision due 3/9 ; comments due 3/13

Christ Community Church & Shiloh Comm Park Replot	Submitted 2/26/2026 Expires 4/27/2026	sent to Schnure, Kauffman & Wargo; comments due 3/13 ; revision due 3/23; comments due 3/27
--	--	--

OTHER

Dale Summit Area Plan	12/22/2023 Draft sent to CTC and PC; Joint meeting CTC/PC 1/24/2024; 1/29 FBC distributed; 3/26 CTC/PC joint meeting; to be remanded to PC 5/7; 5/7 PC had questions about remand; 6/6 CTC received questions, DPZ to answer; 8/6 PC to get into FBC; staff to send 8/6 PC meeting recording to DPZ; 9/3 PC recommended tabling the discussion; joint meeting 11/20/24; sent DPZ link to 11/19 PC meeting and copy of PRD for comment; 1/21/2025 PC/CTC joint meeting to be scheduled soon; Feb & March PC commercial/neighborhood street discussions; 4/30 joint CTC/PC meeting; 5/29 binders distributed to team, 6/3 to PC; joint meeting to be scheduled; 11/18 provided PC with all summary of changes to this point; joint meeting to be scheduled; 1/28 CTC&PC joint meeting; 2/3 PC reviewed uses, to continue 2/17; ongoing
College/Houserville/Pike Bridge	PennDOT traffic count to occur early October 2024; meeting 1/16/2025 to address areas of concern, work to be 100 days, traffic detours discussed; 5/28 preliminary utility meeting on-site; 7/1 received design field view package; on-site meeting scheduled for 7/15; detour to be in place 6/1-10/9; ongoing
E College/Gerald/Struble Signal	Coordinate with Columbia Gas and PennDOT; to include traffic and railroad signal; potential start March/April 2025; contractor to layout signal poles, then call meeting with CT, PennDOT & Gibson-Thomas; meeting to be set; 8/29/25 poles delivered; ongoing
E Park System (7 signals)	2/23/24 submitted to PennDOT; awarded August 2024; 1/6/25 Trans provided Eng. Proposal, accepted; counts to begin Feb/March; 3/10 kick-off meeting at CT Trans, CT & PennDOT; 6/4 Trans submitted requested data to PennDOT; 9/2 Trans waiting on PennDOT comments; Comments received; to bid soon; Nick to prep bid package; ongoing
E College/322 (4 signals) ARLE	Awarded \$146,320; 9/9/24 Trans starting traffic counts, 9/16 counts completed; 1/6/25 Trans waiting for PennDOT comments; analysis & final design to be completed Jan/Feb 2025; 3/10 Trans received comments from PennDOT; 9/3 Trans making design upgrades from PennDOT comments; bid opening 12/9; has been awarded, NTP issued; waiting on Dixon; ongoing
University & Curtin GLG	Grant submitted 2/27/25; to budget \$126,000 for 2026; kick-off with Trans Associates 2/11; survey coming by 3/20; ongoing

E College & Shiloh + Decibel Bid opened 8/26, awarded 9/4 to M&B Services; work to begin 3/16/26

Shiloh & Decibel Signal Upgrades GLG grant in process of applying

TRACKING

126 Randy Lane Submitted 7/18/2025, Exp 9/16/2025; comments by 8/1; revision 8/11; Zoning permit issued; to check w/ code if building permit will be issued

Benner/PSU PFAS CT comment: keep process open and transparent; DEP acknowledged receipt of PSU NIR (notice of intent to remediate); CT residents impacted by plume (hence transparency request); 10/27 received PIP; established info centers are Benner Township and a website; 2/4 no updates

ENGINEERING BOND/LOC SURETY EXPIRING SOON

State College VA – auto renew (expires/renew April 24th)

LDP's UNDER CONSTRUCTION

Canterbury Crossing	Winfield Heights
Mount Nittany Medical Center	Home2Suites
PSU Soccer Complex	Rearden Steel
State College VA Parking	335 Innovation Building
UAJA Biosolids Upgrade Project	Nittany Casino
Maxwell Storage	PSU Beaver Stadium
Mount Nittany Elementary School	7 Brew

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

ATTESTATION ENGAGEMENT

Township of College
Centre County, Pennsylvania
14-204

Highway Transfer Program
Agreement No. 02T956

For the Period
October 19, 2020 to November 15, 2024

March 2026



Commonwealth of Pennsylvania
Department of the Auditor General

Timothy L. DeFoor • Auditor General



Commonwealth of Pennsylvania
Department of the Auditor General
Harrisburg, PA 17120-0018
Facebook: Pennsylvania Auditor General
Twitter: @PAAuditorGen
www.PaAuditor.gov

TIMOTHY L. DEFOOR
AUDITOR GENERAL

Independent Auditor's Report

The Honorable Michael Carroll
Secretary
Department of Transportation
Harrisburg, PA 17120

We have examined the accompanying Form PR-999T With Adjustments of the Highway Transfer Program – Turnback Account of the Township of College, Centre County, for the period October 19, 2020 to November 15, 2024. The municipality's management is responsible for presenting the Form PR-999T in accordance with the criteria described in the Background section of this report and the Department of Transportation's *Publication 310*. Our responsibility is to express an opinion on the Form PR-999T With Adjustments based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Form PR-999T is presented in accordance with the criteria described above, in all material respects. An examination involves performing procedures to obtain evidence about the Form PR-999T. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risks of material misstatement of the Form PR-999T, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with ethical requirements relating to the engagement.

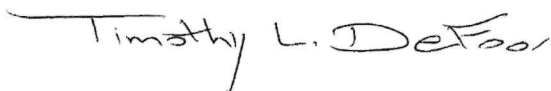
In our opinion, the Form PR-999T With Adjustments presents, in all material respects, the information required by the Pennsylvania Department of Transportation for the Highway Transfer Program – Turnback Account of the Township of College, Centre County, for the period October 19, 2020 to November 15, 2024, in accordance with the criteria described in the Background section of this report and the Department of Transportation's *Publication 310*.

Independent Auditor's Report (Continued)

Our examination period reflects from the date the turnback funds were received by the Township of College, Centre County, to the date the funds were either exhausted or the remaining funds were transferred to the township's/ Liquid Fuels Tax Fund. Upon the completion of the program the township filed a Final Completion Report Form PR-999T with the Department of Transportation. Our examination began shortly after we received the approved Final Completion Report Form PR-999T from the Department of Transportation.

The purpose of this report is to provide information related to the municipality's Turnback Account to assist the Pennsylvania Department of Transportation in fulfilling its regulatory authority as described in the laws and regulations identified in the Background section of this report and the Department of Transportation's *Publication 310*. This report is not suitable for any other purpose.

We appreciate the courtesy extended by the Township of College, Centre County, to us during the course of our examination. If you have any questions, please feel free to contact the Bureau of County Audits at 717-787-1363.

A handwritten signature in black ink that reads "Timothy L. DeFoor". The signature is written in a cursive style with a long horizontal line extending from the start of the name.

Timothy L. DeFoor
Auditor General
February 18, 2026

CONTENTS

	<u>Page</u>
Background	1
Financial Section:	
Form PR-999T With Adjustments.....	3
Auditor Description Of Select Transactions.....	4
Summary Of Onsite Closeout Meeting	5
Report Distribution	6

TOWNSHIP OF COLLEGE
CENTRE COUNTY
HIGHWAY TRANSFER PROGRAM - TURNBACK ACCOUNT
BACKGROUND
FOR THE PERIOD
OCTOBER 19, 2020 TO NOVEMBER 15, 2024

Background

The Highway Transfer Program (more commonly known as the Highway Turnback Program) is outlined in Title 75 P.S. § 9511. It is designed to reduce the amount of state road mileage by transferring “functionally-local” roads on a cooperative, voluntary basis to local governments. When a municipality takes over a road through this program, the Department of Transportation and the municipality jointly determine the necessity and extent of any restoration or rehabilitative work required to put a state highway in satisfactory condition before it is transferred. The rehabilitative work may be done by the Department of Transportation, municipal forces, or be contracted out by either party.

If the restoration or rehabilitation is to be done by the municipality or a contractor hired by the municipality, the municipality receives funds for the work from the State Highway Transfer Restoration Restricted Receipt Account. These funds must be deposited into a separate interest-bearing Highway Transfer Account. Any funds not used for the restoration or rehabilitation of the road that was transferred to the municipality must be transferred to the township’s Liquid Fuels Tax Fund.

Department of Transportation *Publication 310* contains the policies and procedures that govern the use of Highway Transfer Program money. However, if there is a difference between *Publication 310* and any legislation, the legislation shall govern.

Criteria

The criteria for the Form MS-965 With Adjustment are described below.

Form PR-999T With Adjustments provides a summary of Highway Transfer Program receipts and expenditures by category. Categories requiring explanation include:

- The Turnback Grant is the grant received from the Commonwealth of Pennsylvania to be used for the restoration or rehabilitation of the road or roads transferred from the state to the municipality.
- The Unexpended balance transfer is money that was not used for the restoration or rehabilitation of the road or roads transferred from the state to the municipality that was transferred to the municipality’s Liquid Fuels Tax Fund upon completion of the project.

TOWNSHIP OF COLLEGE
CENTRE COUNTY
HIGHWAY TRANSFER PROGRAM - TURNBACK ACCOUNT
BACKGROUND
FOR THE PERIOD
OCTOBER 19, 2020 TO NOVEMBER 15, 2024

Background (Continued)

Basis Of Presentation

The financial activities of the municipality are accounted for in separate funds. The Highway Transfer Program, Act 32 of 1983 (also referred to as Road Turnback by the Department of Transportation), provides state funds to municipal governments for the costs of restoring state highways for which ownership is turned back to the municipal government. The turnback revenues are deposited in a separate turnback account. After the highway restoration work is completed, any unexpended funds are to be transferred to the Liquid Fuels Tax Fund.

The Form PR-999T has been prepared in accordance with reporting requirements prescribed by the Pennsylvania Department of Transportation as a result of Act 32 of 1983, which does not constitute a complete presentation of the entity's assets, liabilities, expenses, and fund balance.

Basis Of Accounting

The accompanying Form PR-999T With Adjustments is prepared in accordance with reporting requirements prescribed by the Pennsylvania Department of Transportation. Under this method, revenues are recognized when received and expenditures are recorded when paid.

General Fixed Assets

General fixed assets are recognized as expenditures at the time of purchase. No depreciation has been provided on the heavy equipment used to maintain and repair roads and bridges.

TOWNSHIP OF COLLEGE
CENTRE COUNTY
HIGHWAY TRANSFER PROGRAM - TURNBACK ACCOUNT
FORM PR-999T WITH ADJUSTMENTS
FOR THE PERIOD
OCTOBER 19, 2020 TO NOVEMBER 15, 2024

	<u>Reported</u>	<u>Adjustments</u>	<u>Adjusted Amount</u>
<u>Cash Receipts</u>			
Turnback grant	\$ 822,030.60	\$ -	\$ 822,030.60
Interest	66,772.84	-	66,772.84
Miscellaneous	-	-	-
	<u> </u>	<u> </u>	<u> </u>
Total receipts	<u>\$ 888,803.44</u>	<u>\$ -</u>	<u>\$ 888,803.44</u>
 <u>Cash Disbursements</u>			
Highway construction and rebuilding	\$ 458,942.00	\$ -	\$ 458,942.00
Unexpended balance transfer	429,861.44	-	429,861.44
Miscellaneous	-	-	-
	<u> </u>	<u> </u>	<u> </u>
Total disbursements	<u>\$ 888,803.44</u>	<u>\$ -</u>	<u>\$ 888,803.44</u>

TOWNSHIP OF COLLEGE
CENTRE COUNTY
HIGHWAY TRANSFER PROGRAM - TURNBACK ACCOUNT
AUDITOR DESCRIPTION OF SELECT TRANSACTIONS
FOR THE PERIOD
OCTOBER 19, 2020 TO NOVEMBER 15, 2024

The following information relates to certain types of transactions for which the Pennsylvania Department of Transportation requested that we provide additional detail.

Unexpended Balance

During our examination, we noted that the municipality transferred the \$429,861.44 unexpended balance of the turnback account to its Liquid Fuels Tax Fund account on November 15, 2024 in accordance with Act 32 of 1983.

Additionally, on February 11, 2025, the municipality transferred \$974.26 from its General Fund to its Liquid Fuels Tax Fund. This amount was the remaining unexpended balance of the turnback account that was in the municipality's General Fund.

TOWNSHIP OF COLLEGE
CENTRE COUNTY
HIGHWAY TRANSFER PROGRAM - TURNBACK ACCOUNT
SUMMARY OF ONSITE CLOSEOUT MEETING
FOR THE PERIOD
OCTOBER 19, 2020 TO NOVEMBER 15, 2024

An onsite closeout meeting was held November 17, 2025. Those participating were:

TOWNSHIP OF COLLEGE

Ms. Kim Patishnock, Finance Director

DEPARTMENT OF THE AUDITOR GENERAL

Mr. Kyle A. Coleman, Auditor

TOWNSHIP OF COLLEGE
CENTRE COUNTY
HIGHWAY TRANSFER PROGRAM - TURNBACK ACCOUNT
REPORT DISTRIBUTION
FOR THE PERIOD
OCTOBER 19, 2020 TO NOVEMBER 15, 2024

This report was initially distributed to:

The Honorable Michael Carroll
Secretary
Department of Transportation

Township of College
Centre County
1481 East College Avenue
State College, PA 16801

The Honorable Susan Trainor
Chairperson of the Board of Supervisors

Mr. Adam T. Brumbaugh
Township Manager

Ms. Kim Patishnock
Finance Director

This report is a matter of public record and is available online at www.PaAuditor.gov. Media questions about the report can be directed to the Pennsylvania Department of the Auditor General, Office of Communications, 229 Finance Building, Harrisburg, PA 17120; via email to: news@PaAuditor.gov.