



**COLLEGE TOWNSHIP WATER AUTHORITY
REGULAR MEETING AGENDA**

Wednesday, April 1, 2026

At 7:00 p.m.

Hybrid Meeting (In-Person, Virtual via Zoom and by Phone)

GENERAL MEETING INFORMATION

College Township now offers in-person and virtual attendance for all public meetings. To attend in person, meetings are 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 a Computer or Smart Phone:

After you RSVP, a link to register via Zoom will be shown. Once registered, you will receive a confirmation email containing information about joining the meeting.

To Attend the LIVE Meeting Via Phone:

Dial: 1 646 558 8656 ● Meeting ID: 852 2315 3831 ● Passcode: 385386

***Detailed instructions for assistance with participating via Zoom are available on the Township website.**

VIRTUAL PARTICIPANTS: Please use the raised hand feature to comment publicly during the meeting. The moderator will recognize those with their hands raised (either by name or phone number).

WRITTEN PUBLIC COMMENTS: For specific agenda items and items not on the agenda, written public comments can be submitted by noon the day of the meeting by emailing: tshaffer@collegetownship.org

Call to Order

Public Comment

Approval of Minutes

1. March 18, 2026, Regular Meeting Minutes – **Approval**

Operations Update – Staff

1. Monthly Route Billing Analysis
2. Fire Route Monthly Readings
3. Inventory Report
4. New Service Connection

Finance Report – Staff

1. Ratification of Disbursements March 2026– **Discussion/Action**

Old Business

1. Oak Hall Waterlines Project – Award Recommendation Letter – **Discussion/Action**

New Business

1. OH-20 Easements/Exarchos – **Discussion/Action**
 - a. Parcel 19-014-,189-,0000-
 - b. Parcel 19-014-,185-,0000-
2. Professional Services-RPR/Inspection – **Discussion**

Reports

1. Consulting Engineers Report – Michael Daschbach (**Verbal**)
2. Solicitor Report – Cristin Long (**Verbal**)
3. Sub-Committee Report – Richard Harris/Donald Hartzell (**Verbal**)

Other Matters

Informative

Adjournment

COLLEGE TOWNSHIP WATER AUTHORITY REGULAR MEETING MINUTES

March 18, 2026, at 7:00 p.m.

1481 E. College Avenue State College PA 16801

Hybrid Meeting (In-Person or via Zoom)

| | |
|-------------------------|--|
| MEMBERS PRESENT: | Donald Hartzell – Chair Richard Harris – Treasurer Ray Liddick – Vice-Chair Joe Fao – Secretary/Assistant Treasurer |
| STAFF PRESENT: | Joseph Fedeli – CPA Cristin Long – McQuaide Blasko Michael Daschbach – Entech Engineering Adam Brumbaugh – Open Records Officer & Recording Secretary Jere Northridge – Assistant Engineer Kim Patishnock – Finance Director Tanya Shaffer – Assistant Recording Secretary |
| Others Present: | Chris Gibbons/Concord Public Finance Rhonda Lord/Saxton & Stump |

CALL TO ORDER: Chair Hartzell called the meeting to order at 7:00 p.m.

PUBLIC COMMENT: No public comments were received.

APPROVAL OF MINUTES:

February 11, 2026, CTWA Regular Meeting Minutes

Vice-Chair Liddick moved to approve February 11, 2026, regular meeting minutes as written.

Secretary and Assistant Treasurer Fao seconded.

The motion carried unanimously.

OPERATIONS UPDATE:

Mr. Brumbaugh provided the following updates:

- **OU-1 – Monthly Route Billing Analysis:** Consistent
- **OU-2 – Fire Route Monthly Reads:** Consistent
- **OU-3 – Inventory Report** – Revamped report to track pumping rates and lost water.
- **OU-4- New Service Connections** – Service connections were noted but not reported.

FINANCE REPORT – STAFF

Disbursements in the amount of \$134,502 were presented for approval and ratification.

FR-1 - Ratification of Disbursements – March 2026

*Treasurer Harris moved to ratify February 2026, disbursements as shown.
Vice Chair Liddick seconded.
The motion carried unanimously.*

FR-2- Finance Report – December 31, 2025

Ms. Patishnock explained that the financial snapshot shows a cash balance of \$297,002, with \$150,000 set aside for operating costs. She noted that the total outstanding debt is \$3,674,900, and that operating revenues are coming in slightly under budget by about 5%.

FR-3- 2022 Water Revenue Note – Loan Proceed Addendum

Ms. Patishnock explained an addendum regarding the 2022 loan, allowing leftover funds to be placed in an interest-bearing money market account. The bank is now requesting that an addendum be completed to allow for that.

*Treasurer Harris moved to approve the 2022 Water Revenue Note – Loan
Proceed Addendum as written.
Vice-Chair Liddick seconded.*

OLD BUSINESS:

OB-1. a. Chris Gibbons/Concord Public Finance/College Township Water Authority Proposed Presentation

Mr. Gibbons presented financing options, including a proposal from First Citizens Community Bank featuring a fixed interest rate of 4.5% with a cap of 5.35%. He noted that both options would require future rate increases to meet debt service obligations.

The Board discussed two amortization options: Option One, which offers lower overall interest costs but higher initial debt service, and Option Two, which results in higher total interest but provides greater financial flexibility for future borrowing.

Mr. Gibbons explained that Option One would delay additional borrowing until 2047, whereas Option Two would allow for earlier borrowing beginning in 2043, potentially helping to reduce long-term interest costs.

Board members expressed differing perspectives, with some favoring the cost savings of Option One and others supporting the flexibility offered by Option Two.

Following discussion, the Board voted to adopt Option Two to allow for earlier financial flexibility.

*Vice-Chair Liddick moved to approve the proposed financial presentation from Chris Gibbons/Concord Public Finance
Secretary and Assistant Treasurer Fao seconded.*

OB-1. b. Resolution R-26-03 Issuing of Water Revenue Note Series of 2026

The Board discussed Resolution R-26-03, which authorizes the issuance of water revenue notes and incorporates the selected amortization Option Two.

Rhonda Lord, Bond Counsel, explained that the resolution reflects the commitment from First Citizens Community Bank and includes provisions for intercreditor agreements with other financial institutions. She emphasized the importance of bond counsel's opinion in ensuring the notes qualify as tax-exempt obligations, which helps secure more favorable interest rates.

Following discussion, the Board unanimously approved the resolution with Option Two, authorizing the Authority to proceed with the financing.

*Vice-Chair Liddick moved to approve resolution R-26-03 with Amortization option number two.
Treasurer Harris seconded.*

NEW BUSINESS:

NB-1- Resolution R-26-04 – Extension of CTWA life

Mr. Brumbaugh explained that the lifespan of the College Township Water Authority must be extended to match the recently adopted 25-year financing period. He noted that approval from the College Township Council is required to amend the articles of incorporation before the extension can move forward. Following the Council's approval, the amendment will be advertised, and after a mandatory three-day waiting period, it will be submitted to the Department of State.

*Secretary and Assistant Treasurer Fao moved to approve Resolution R-26-04 extension of the College Township Water Authority for fifty years.
Vice-Chair Liddick seconded.*

NB-2- a. SPPA Termination Agreement memo

Mr. Brumbaugh stated that the Solar Power Purchase Agreement is being dissolved and requires approval from all participating municipalities. He noted that College Township's investment in the agreement was approximately \$8,700, and that a total settlement of \$135,000 will be distributed among the participating entities. The settlement agreement will be executed, and the funds will be held in escrow by the school district until they are distributed proportionately.

b. SPPA Release Agreement

*Treasurer Harris moved to agree to the terms of the SPPA agreement as presented.
Vice-Chair Liddick seconded.*

NB-3 OH-20 Easement

Chair Hartzell noted that there is one easement, designated OH-20 for HFL, presented for the Board's approval.

*Vice-Chair Liddick moved to approve the OH-20 HFL Easement.
Treasurer Harris seconded.*

NB-4 Oak Hall Waterlines Project-Award Recommendation Letter

Consensus of the board to table agenda item Oak Hall Waterlines Project-Award Recommendation Letter to the April 1, 2026, CTWA Regular Meeting.

NB-5 Benner Township-Possible Future Service

Mr. Brumbaugh reported that the Benner Township Board of Supervisors has dissolved the Benner Township Water Authority. The water service territory has been transferred to the Spring Benner Water Joint Authority, which is aware of College Township's interest in serving the area.

He further noted that Congressman Glen Thompson's office is assisting, at Penn State's request, with a federal grant application on behalf of the College Township Water Authority. The application is being submitted to the State and Tribal Assistance Grants program and is subject to an imminent deadline. Mr. Brumbaugh stated that the estimated project cost is approximately \$6 million, which includes extending the water main to the entrance of Walnut Grove. The application has been submitted, and if approved, it is expected to be included in the federal budget by September.

He requested authorization to submit the grant application and to execute all related documents. He also noted that a memorandum of understanding will be required to ensure that the College Township Water Authority does not incur the 20% matching funds obligation associated with the grant. Mr. Brumbaugh clarified that the \$6 million project cost is independent of any potential investment from PAM Health. The project is intended to serve the entire area, not solely PAM Health, and is designed to move forward regardless of their participation.

*Vice-Chair Liddick moved to authorize the Manager to submit on behalf of the College Township Water Authority a grant application to the Federal, State and Tribal Assistance Grant program for the construction of improvements related to a main water extension to Benner Township, and, furthermore, to authorize the Manager to execute all documents required pertaining to the grant submission.
Treasurer Harris seconded.*

NB-6 State College Regional Airport to the Centre County Airport Authority

Chair Hartzell stated the agenda item NB-6 State College Regional Airport to the Centre County Airport Authority, is to be withdrawn from the agenda.

REPORTS:

R-1 a. Consulting Engineer Report: Mr. Daschbach reported the following:

The Oak Hall Waterline Project has been successfully bid, and a recommendation for contract award will be presented in two weeks. Updates on the Oak Hall well project indicate that installation of the waterline is expected to begin in early April. A plan is currently being developed to address unaccounted-for water, which exceeds the acceptable limit of 20%. Additionally, the operations and maintenance plan will be updated in preparation for an upcoming DEP inspection.

b. 2025 CTWA Annual Engineer's Report

Chair Hartzell expressed his satisfaction with the 2025 CTWA Annual Engineer's Report

R-2 Solicitor Report Ms. Long reported the following:

No updates.

R-3 Sub Committee Report

No updates. Chair Hartzell and Treasurer Harris stated most issues were discussed during the meeting.

OTHER MATTERS:

No items introduced.

INFORMATIVE:

No items introduced.

ADJOURNMENT:

Chair Hartzell called for a motion to adjourn the meeting.

*Treasurer Harris moved to adjourn the March 18, 2026, CTWA Regular meeting.
The meeting was adjourned at 8:40 p.m.*

Respectfully submitted,

*****Draft*****

Adam Brumbaugh, Open Records Officer & Recording Secretary

MONTHLY ROUTE BILLING ANALYSIS

MONTH: March 2026

| | ROUTE #'S BILLED THIS MONTH | | | | | |
|---|-----------------------------|-------------|-------------|-------------|-------------|------------|
| | <u>1012</u> | <u>1001</u> | <u>1003</u> | <u>1005</u> | <u>1014</u> | <u>7</u> |
| <u>DATES</u> | | | | | | |
| Meter Read | 02/19/26 | 02/25/26 | 03/01/26 | 03/05/26 | 03/11/26 | - |
| Billed | 03/20/26 | 03/20/26 | 03/20/26 | 03/20/26 | 03/20/26 | 3/31/2026 |
| Due | 04/19/26 | 04/19/26 | 04/19/26 | 04/19/26 | 04/19/26 | 4/30/2026 |
| <u># OF ACCOUNTS BILLED</u> | | | | | | |
| This Quarter | 271 | 241 | 272 | 285 | 143 | 96 |
| Previous Quarter | 271 | 238 | 270 | 285 | 143 | 96 |
| Prior Year Same Quarter | 274 | 241 | 271 | 286 | 141 | 91 |
| <u>CUSTOMER USAGE</u> | | | | | | |
| Dec / Jan / Feb 25-26 (approximate) | 5,936,000 | 2,252,000 | 3,469,000 | 3,054,000 | 2,138,000 | N/A |
| Sep / Oct / Nov 25 (approximate) | 5,562,000 | 2,189,000 | 3,302,000 | 3,091,000 | 2,317,000 | N/A |
| Prior Year Same Quarter (approximate) | 6,649,000 | 2,304,000 | 3,109,000 | 3,171,000 | 2,034,000 | N/A |
| <u>\$\$\$ BILLED</u> | | | | | | |
| This Quarter | \$ 54,908 | \$ 20,831 | \$ 32,088 | \$ 28,250 | \$ 19,777 | \$ 98,186 |
| Previous Quarter | \$ 44,496 | \$ 17,512 | \$ 26,416 | \$ 24,728 | \$ 18,536 | \$ 84,698 |
| Prior Year Same Quarter (approximate) | \$ 53,192 | \$ 18,432 | \$ 24,872 | \$ 25,368 | \$ 16,272 | \$ 82,955 |
| <u>ROUTE'S NET PAST DUE (CREDIT)</u> | \$ (1,690) | \$ (1,993) | \$ (2,434) | \$ (1,198) | \$ (832) | \$ (1,679) |

Current Month's Billing Notes:

New Service Connections

| | <u>2015</u> | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> | <u>2025</u> | <u>2026</u> |
|------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| January | 0 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 0 | 0 | 0 | 0 |
| February | 1 | 1 | 4 | 2 | 2 | 1 | 2 | 1 | 3 | 1 | 0 | 2 |
| March | 0 | 3 | 1 | 1 | 4 | 1 | 1 | 3 | 4 | 1 | 3 | |
| April | 2 | 2 | 4 | 4 | 1 | 0 | 3 | 0 | 2 | 2 | 0 | |
| May | 3 | 1 | 1 | 2 | 0 | 1 | 6 | 0 | 1 | 0 | 0 | |
| June | 1 | 0 | 1 | 2 | 1 | 0 | 2 | 1 | 1 | 4 | 1 | |
| July | 4 | 1 | 3 | 2 | 1 | 4 | 0 | 1 | 1 | 0 | 0 | |
| August | 3 | 1 | 3 | 4 | 1 | 1 | 4 | 3 | 3 | 1 | 3 | |
| September | 2 | 6 | 1 | 1 | 3 | 0 | 0 | 2 | 0 | 1 | 1 | |
| October | 1 | 2 | 3 | 3 | 0 | 2 | 2 | 1 | 0 | 1 | 2 | |
| November | 1 | 1 | 1 | 0 | 2 | 2 | 2 | 0 | 1 | 1 | 0 | |
| December | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 1 | 1 | 0 | |
| Total: | 18 | 19 | 24 | 22 | 18 | 15 | 24 | 13 | 17 | 13 | 10 | 2 |



March 10, 2026

Entech No. 4139.055

Ms. Amy Kerner, PE
 College Township Water Authority
 1481 East College Avenue
 State College, PA 16801

**Re: Oak Hall Waterlines Project
 Contract Award Recommendation**

Dear Ms. Kerner:

As a follow up to the receipt of Bids for the Oak Hall Waterlines Project on Tuesday, February 24, 2026 and our subsequent Bid review, we are hereby providing this recommendation letter and the attached Reference Checks Summary for the Authority's consideration and action.

Bids were received online through the PennBid system until the public opening at 2:00 pm prevailing time from five bidders.

| Bidder | Bid Amount |
|-----------------------------------|----------------|
| Kukurin Contracting, Inc. | \$1,959,959.00 |
| C&R Directional Boring, LLC | \$2,039,150.00 |
| HRI, Inc. | \$2,377,649.00 |
| Terra Works, Inc. | \$2,994,500.00 |
| Bowman Excavation Paving Concrete | \$3,031,430.00 |

The low bidder was Kukurin Contracting with a bid amount of \$1,959,959.00. The Bid package received was complete, accurate, and included all the required bonding, supporting documents, and signatures. Entech takes no exception to the documents provided.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Hopkins". The signature is fluid and cursive, written over a light gray background.

Dan Hopkins, PE
 Project Engineer

Attachment

Oak Hall Waterlines Project

Apparent Low Bidder – Kukurin Contracting, Exton PA

Reference Checks Summary

Entech contacted several engineering firms with direct experience working with the contractor to assess past performance and overall qualifications.

1. Bob Dengler of Gannett Fleming confirmed prior experience with the contractor and stated that they perform good quality work.
2. Dan Fmura of Gibson Thomas indicated he would have no hesitation recommending the contractor. He noted the firm is under second generation ownership and that Gibson Thomas has completed numerous projects with them.
3. Randy Krause of Bankson Engineers stated he would have no concerns with the contractor serving as low bidder on a project and noted that they recently were the successful low bidder on one of his projects. He described them as one of the better contractors he works with, highlighting particular strengths in utility line construction and treatment plant work. He also noted that their administrative processes are well organized, including submittals and payment applications.

Overall, the references consistently described the contractor as reliable, experienced, and organized.

EASEMENT AGREEMENT
(CTWA)

THIS AGREEMENT is made this 26th day of March, 2026, by and between Constantine C. Exarchos and Diane R. Exarchos, PO Box 1027, Lemont, PA 16851, (“Grantors”),

– AND –

COLLEGE TOWNSHIP WATER AUTHORITY, a Pennsylvania municipal authority with its principal office at 1481 E. College Ave, State College, PA 16801 (“Authority”).

WHEREAS, Grantors own a certain parcel of land adjacent to Boalsburg Road, Tax Parcel 19-014,189-,0000-, College Township, Centre County, Pennsylvania, as more fully depicted by Exhibit “A” attached hereto, together with all improvements thereon and appurtenances thereto (the “Burdened Property”); and

WHEREAS, in connection with certain improvements to its public water system, Authority desires to construct a waterline transmission main and related equipment consisting of hydrants, valves and services (the “Facility”) on the Burdened Property; and

WHEREAS, Grantors are desirous of providing an easement for the benefit and use of the customers of the Authority; and

WHEREAS, Grantors are desirous of granting to Authority a permanent easement upon said Burdened Property, as located and depicted by Exhibit “A” attached hereto and made a part hereof, to construct, maintain, operate and/or replace the Facility and Authority is desirous of receiving said easement.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of mutual promises and other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Grant of Easement. Subject to Paragraph 12. below, Grantors hereby irrevocably grant and convey to Authority, a right-of-way and easement to, at any time and from time to time, construct, maintain, inspect, operate, repair, use and replace the Facility on the Burdened Property, and for no other purpose, and subject to the further terms and conditions hereof. The easement location is depicted on Exhibit “A” hereto and includes an easement (the “Easement

Area”) generally centered on the transmission main shown no greater in width than 4’ to permit the installation and maintenance of the transmission line and the Facility, and which easement shall at all times be located within the current 20’ front yard zoning setback of the Burdened Property immediately adjacent to Boalsburg Road. During the construction period limited to calendar years 2026-2027, a 20’ temporary easement shall be reserved for construction purposes.

2. Right of Entry. In connection with the Easement, the Authority, its agents, representatives, employees, contractors, and subcontractors, shall have all rights of ingress and egress to, from, across and over that portion of the Burdened Property to access the Easement Area as described in Paragraph 1. above for the purposes set forth herein.

3. Construction of the Facility. Authority shall construct the Facility at its sole cost and expense, in accordance with the permit, rules and regulations of the Pennsylvania Department of Environmental Protection and the Township of College and all applicable governmental requirements. The Facility shall be located and designed as shown on plans prepared by Entech Engineering which shall be provided to Grantors for review and approval before any construction begins, such approval not to be unreasonably denied.

4. Maintenance, Repair and Operation. Authority shall perform such maintenance and make such repairs and replacements as shall be required to keep the Facility in proper, legally compliant operating condition at all times, all at Authority’s expense. Authority shall not relocate any part of the Facility outside of the Easement Area following construction thereof without the prior written consent of Grantors, their heirs, executors, successors and assigns. Authority shall have the right to remove and clear any and all buildings, structures, combustible materials, brush, debris, or any other obstruction from the Easement Area which in the reasonable judgment of Authority may interfere with or endanger the construction, alteration, access, maintenance, inspection, repair, reconstruction, replacement, removal, addition to, operation, or general use and enjoyment of the Easement and Facility, provided such maintenance, repair and replacement occurs only within the 20’ front yard setback described in Paragraph 1. above.

5. Use Not Inconsistent. Grantors shall not erect or construct nor permit or suffer to be erected or constructed any buildings or structures within the Easement Area, nor permit any activity to occur or condition to exist exclusive of Authority’s activities and use of the Easement which in the reasonable judgment of Authority is inconsistent with Authority’s use and

enjoyment of the Easement, subject to the requirements reserved to and for Grantors, their heirs, executors, successors and assigns of Paragraph 8. below.

6. Connection Fee Waived. Authority agrees to waive any and all connection fees for Grantors, their heirs, executors, successors and assigns for a total of one new waterline connection to the Burdened Property at any time in the future upon the written request and instruction of location by the Grantors, their heirs, executors, successors and assigns.

7. Grantors' Legal Fees. Upon submission of an invoice for same, Authority shall reimburse Grantors for their personal legal fees and expenses incurred in reviewing, negotiating, finalizing and approving this Easement Agreement up to an amount not to exceed \$2,000.00.

8. Use of Burdened Property. Authority and Grantors agree that there shall be no restriction on the Grantors, their heirs, executors, successors and assigns use of the Burdened Property other than the non-interference with Authority's transmission line and facility, and that Grantors, their heirs, executors, successors and assigns shall have all rights to install driveways and other utility and service lines over and under Authority's facility that do not interfere with normal use and functioning of the facility.

9. Sole Use of Easement by Authority. Authority may not share the Easement or the use of the easement for any purposes whatsoever with or by any other governmental, public or private entity or person, this easement grant and use being limited solely to Authority.

10. Restoration of Burdened Property. Authority shall use all reasonable means to avoid inconvenience to Grantors' use of the Burdened Property, during the course of construction, repair or replacement of the Facility. Upon completion of such construction, repair or replacement, the Authority shall restore the Burdened Property to its prior condition, repair any damage caused by the work, including the replacement of any fencing, driveways and sidewalks, replant with grass seed any exposed earth, clean the site and generally leave the Easement Area in good condition.

11. Indemnity. Authority hereby agrees to indemnify and hold Grantors harmless from any liability, cost or expense incurred by Grantors by reason of injury to persons or damage to property arising out of or in connection with the construction, maintenance, repair, replacement or use of the Facility, except for such liability, cost or expense caused by the negligence of Grantors, its agents, employees or independent contractors.

12. Running with the Land. This Easement is for the benefit of the Authority and its successors and assigns if any are hereafter approved by Grantors, their heirs, executors, successors and assigns, and is appurtenant to and shall run with the Burdened Property. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

13. Assignment. Authority is expressly given the right to assign any or all of its interest under the terms of this Agreement to any public governmental entity which agrees in writing to be bound by the terms of this Agreement, subject to the written prior approval of Grantors, their heirs, executors, successors and assigns, such approval not to be unreasonably denied.

14. Irrevocable and Permanent Notice. Notwithstanding the provisions of any other agreement, document, by-law or similar writing, it is specifically agreed that the easement and right-of-way created hereby is and shall be irrevocable and permanent as to Authority only, and not to any subsequent governmental, public or private entity or person that may in the future acquire all or a portion of the assets and water transmission lines of Authority located on the Burdened Property, unless such acquirer is approved in advance in writing by Grantors, their heirs, executors, successors and assigns.

15. Warranty of Title. Grantors warrant that they are the owner of the interest hereby conveyed and that Grantors have authority to make this conveyance and enter into this Agreement.

16. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

Constantine C. Exarchos

Diane R. Exarchos

ATTEST:

COLLEGE TOWNSHIP WATER AUTHORITY

By: _____

Title: Authority Chairperson _____

COMMONWEALTH OF PENNSYLVANIA :
 : ss:
COUNTY OF CENTRE

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged to be the _____ of COLLEGE TOWNSHIP WATER AUTHORITY, and that as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Water Authority by himself as such officer.

Notary Public

EXHIBIT A

EASEMENT AGREEMENT
(CTWA)

THIS AGREEMENT is made this 26th day of March, 2026, by and between Constantine C. Exarchos and Diane R. Exarchos, PO Box 1027, Lemont, PA 16851, (“Grantors”),

– AND –

COLLEGE TOWNSHIP WATER AUTHORITY, a Pennsylvania municipal authority with its principal office at 1481 E. College Ave, State College, PA 16801 (“Authority”).

WHEREAS, Grantors own a certain parcel of land located at 141 Boalsburg Road, Tax Parcel 19-014,185-,0000-, College Township, Centre County, Pennsylvania, as more fully depicted by Exhibit “A” attached hereto, together with all improvements thereon and appurtenances thereto (the “Burdened Property”); and

WHEREAS, in connection with certain improvements to its public water system, Authority desires to construct a waterline transmission main and related equipment consisting of hydrants, valves and services (the “Facility”) on the Burdened Property; and

WHEREAS, Grantors are desirous of providing an easement for the benefit and use of the customers of the Authority; and

WHEREAS, Grantors are desirous of granting to Authority a permanent easement upon said Burdened Property, as located and depicted by Exhibit “A” attached hereto and made a part hereof, to construct, maintain, operate and/or replace the Facility and Authority is desirous of receiving said easement.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of mutual promises and other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Grant of Easement. Subject to Paragraph 12. below, Grantors hereby irrevocably grant and convey to Authority, a right-of-way and easement to, at any time and from time to time, construct, maintain, inspect, operate, repair, use and replace the Facility on the Burdened Property, and for no other purpose, and subject to the further terms and conditions hereof. The easement location is depicted on Exhibit “A” hereto and includes an easement (the “Easement

Area”) generally centered on the transmission main shown no greater in width than 4’ to permit the installation and maintenance of the transmission line and the Facility, and which easement shall at all times be located within the current 20’ front yard zoning setback of the Burdened Property immediately adjacent to Boalsburg Road. During the construction period limited to calendar years 2026-2027, a 20’ temporary easement shall be reserved for construction purposes.

2. Right of Entry. In connection with the Easement, the Authority, its agents, representatives, employees, contractors, and subcontractors, shall have all rights of ingress and egress to, from, across and over that portion of the Burdened Property to access the Easement Area as described in Paragraph 1. above for the purposes set forth herein.

3. Construction of the Facility. Authority shall construct the Facility at its sole cost and expense, in accordance with the permit, rules and regulations of the Pennsylvania Department of Environmental Protection and the Township of College and all applicable governmental requirements. The Facility shall be located and designed as shown on plans prepared by Entech Engineering which shall be provided to Grantors for review and approval before any construction begins, such approval not to be unreasonably denied.

4. Maintenance, Repair and Operation. Authority shall perform such maintenance and make such repairs and replacements as shall be required to keep the Facility in proper, legally compliant operating condition at all times, all at Authority’s expense. Authority shall not relocate any part of the Facility outside of the Easement Area following construction thereof without the prior written consent of Grantors, their heirs, executors, successors and assigns. Authority shall have the right to remove and clear any and all buildings, structures, combustible materials, brush, debris, or any other obstruction from the Easement Area which in the reasonable judgment of Authority may interfere with or endanger the construction, alteration, access, maintenance, inspection, repair, reconstruction, replacement, removal, addition to, operation, or general use and enjoyment of the Easement and Facility, provided such maintenance, repair and replacement occurs only within the 20’ front yard setback described in Paragraph 1. above.

5. Use Not Inconsistent. Grantors shall not erect or construct nor permit or suffer to be erected or constructed any buildings or structures within the Easement Area, nor permit any activity to occur or condition to exist exclusive of Authority’s activities and use of the Easement which in the reasonable judgment of Authority is inconsistent with Authority’s use and

enjoyment of the Easement, subject to the requirements reserved to and for Grantors, their heirs, executors, successors and assigns of Paragraph 8. below.

6. Connection Fee Waived. Authority agrees to waive any and all connection fees for Grantors, their heirs, executors, successors and assigns for a total of one new waterline connection to the Burdened Property at any time in the future upon the written request and instruction of location by the Grantors, their heirs, executors, successors and assigns.

7. Grantors' Legal Fees. Upon submission of an invoice for same, Authority shall reimburse Grantors for their personal legal fees and expenses incurred in reviewing, negotiating, finalizing and approving this Easement Agreement up to an amount not to exceed \$2,000.00.

8. Use of Burdened Property. Authority and Grantors agree that there shall be no restriction on the Grantors, their heirs, executors, successors and assigns use of the Burdened Property other than the non-interference with Authority's transmission line and facility, and that Grantors, their heirs, executors, successors and assigns shall have all rights to install driveways and other utility and service lines over and under Authority's facility that do not interfere with normal use and functioning of the facility.

9. Sole Use of Easement by Authority. Authority may not share the Easement or the use of the easement for any purposes whatsoever with or by any other governmental, public or private entity or person, this easement grant and use being limited solely to Authority.

10. Restoration of Burdened Property. Authority shall use all reasonable means to avoid inconvenience to Grantors' use of the Burdened Property, during the course of construction, repair or replacement of the Facility. Upon completion of such construction, repair or replacement, the Authority shall restore the Burdened Property to its prior condition, repair any damage caused by the work, including the replacement of any fencing, driveways and sidewalks, replant with grass seed any exposed earth, clean the site and generally leave the Easement Area in good condition.

11. Indemnity. Authority hereby agrees to indemnify and hold Grantors harmless from any liability, cost or expense incurred by Grantors by reason of injury to persons or damage to property arising out of or in connection with the construction, maintenance, repair, replacement or use of the Facility, except for such liability, cost or expense caused by the negligence of Grantors, its agents, employees or independent contractors.

12. Running with the Land. This Easement is for the benefit of the Authority and its successors and assigns if any are hereafter approved by Grantors, their heirs, executors, successors and assigns, and is appurtenant to and shall run with the Burdened Property. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

13. Assignment. Authority is expressly given the right to assign any or all of its interest under the terms of this Agreement to any public governmental entity which agrees in writing to be bound by the terms of this Agreement, subject to the written prior approval of Grantors, their heirs, executors, successors and assigns, such approval not to be unreasonably denied.

14. Irrevocable and Permanent Notice. Notwithstanding the provisions of any other agreement, document, by-law or similar writing, it is specifically agreed that the easement and right-of-way created hereby is and shall be irrevocable and permanent as to Authority only, and not to any subsequent governmental, public or private entity or person that may in the future acquire all or a portion of the assets and water transmission lines of Authority located on the Burdened Property, unless such acquirer is approved in advance in writing by Grantors, their heirs, executors, successors and assigns.

15. Warranty of Title. Grantors warrant that they are the owner of the interest hereby conveyed and that Grantors have authority to make this conveyance and enter into this Agreement.

16. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

Constantine C. Exarchos

Diane R. Exarchos

ATTEST:

COLLEGE TOWNSHIP WATER AUTHORITY

By: _____

Title: Authority Chairperson

COMMONWEALTH OF PENNSYLVANIA :
 : ss:
COUNTY OF CENTRE

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged to be the _____ of COLLEGE TOWNSHIP WATER AUTHORITY, and that as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Water Authority by himself as such officer.

Notary Public

EXHIBIT A