



**COLLEGE TOWNSHIP COUNCIL  
REGULAR MEETING AGENDA  
Thursday, April 2, 2026 7:00 PM  
Hybrid Meeting (In-Person or via Zoom)**

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**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, 2<sup>nd</sup> 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](http://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](mailto: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](mailto:admin@collegetownship.org) or 814-231-3021.

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**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)

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**PUBLIC HEARING – CONDITIONAL USE IN I-1 DISTRICT**

**CALL TO ORDER**

**PH-1**

Conditional Use – Legacy Boxing & Combat Academy

**PUBLIC COMMENT**

**ADJOURN**

**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.

**SPECIAL**

**PRESENTATION:** **SP-1** Centre Safe – Jennifer Pencek, Executive Director

**PLANS:** **P-1** None

**REPORTS:**

- a. Manager’s Update
- b. COG Regional, County, and Liaison Reports
- c. Staff/P.C./Other Committee Reports
- d. Diversity, Equity, Inclusion & Belonging Reports (Public invited to report)  
To review CT’s DEIB Calendar, please scan:



**CONSENT AGENDA:** **CA-1** Minutes  
**CA-2** Correspondence  
**CA-3** Action Items

- OLD BUSINESS:**
- OB-1** Conditional Use Request – Legacy Boxing & Combat Academy  
**(Discussion/Action)** **L. Schoch**
  - OB-2** PSU Signage – Ordinance Amendments  
**(Discussion/Set Public Hearing)** **L. Schoch**
  - OB-3** Shiloh Rd. Corridor Partnership Agreement  
**(Discussion/Action)** **A. Brumbaugh**

**NEW BUSINESS:** **NB-1** Thompson Woods Preserve

- a. Forest Restoration Plan Update
- b. Intermunicipal Agreement

**(Discussion/Action)** **M. Bloom**

**STAFF**

**INFORMATIVES:** **SI-1** UAJA Executive Director’s Report  
**SI-2** Traffic Signal Reports

**COUNCIL/STAFF OTHER MATTERS (Informational Only)**

**ADJOURNMENT**

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# COUNCIL CONSENT AGENDA

## April 2, 2026

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### **CA-1 Minutes, Approval of**

- a. March 19, 2026 – College Township Council Regular Meeting Minutes

### **CA-2 Correspondence, Receipt/Approval of**

- a. Email from Jeanne Boggie dated March 21, 2026, regarding Casino
- b. Email from John Pitterle dated March 21, 2026, regarding Casino
- c. Email from Bob Booz dated March 21, 2026, regarding Casino
- d. Email from Joan Nessler dated March 21, 2026, regarding Casino
- e. Email from Peggy Myers dated March 21, 2026, regarding Casino
- f. Email from Andrew Shaffer dated March 21, 2026, regarding Casino
- g. Email from Mary Jane Stout dated March 22, 2026, regarding Casino
- h. Email from Nancy Cord-Baran dated March 22, 2026, regarding Casino
- i. Email from Stahl Sheaffer dated March 26, 2026, regarding an extension for the PAM State College subdivision plan to July 4, 2026

### **CA-3 Action Item, Approval**

- a. Proclamation P-26-04 – Recognizing April as Sexual Assault Awareness Month
- b. Letter of support for Centre Care grant application
- c. Request for support of 7<sup>th</sup> Annual Juneteenth Art Exhibition & Block Party
- d. Mid-State Literacy Council request for support of Community Spelling Bee
- e. Letter from Community Diversity Group dated March 28, 2026, requesting support for the Community Diversity Conference



Photo by Frank Scott, IV

# Centre Safe

Supporting Victims and Survivors



24 HOUR HOTLINE ■ 1.877.234.5050



# Our history

Founded in 1975 — Centre County  
Women's Resource Center

Expanded our location in 2000

Name change in 2018

# Our 3 locations



centre  
**SAFE**

empowering  
survivors  
eliminating  
violence

24 HOUR HOTLINE ■ 1.877.234.5050

## Mission

Empower survivors of sexual violence, relationship violence, and stalking to work toward the elimination of such violence.

## Vision

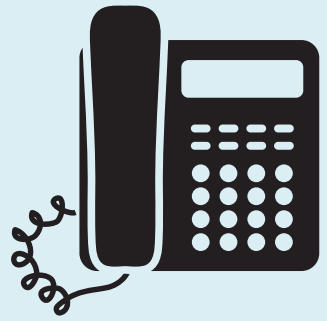
Safety, equality, and respect for all individuals and a community free of relationship and sexual violence.

## Core values

- Trauma-informed and client-centered services.
- Challenge structural inequalities and oppressions.
- Enhance and value resources.

# Crisis Services

24-Hour  
Hotline



Protection  
Orders



**Confidential, Free, Professional**

Medical  
Advocacy



Emergency  
Shelter

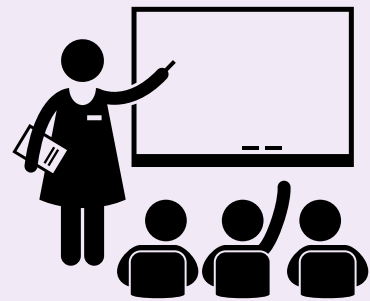


Legal  
Advocacy



# Ongoing Services

Outreach & Education



24 HOUR HOTLINE ■ 1.877.234.5050

Housing



Counseling & Advocacy

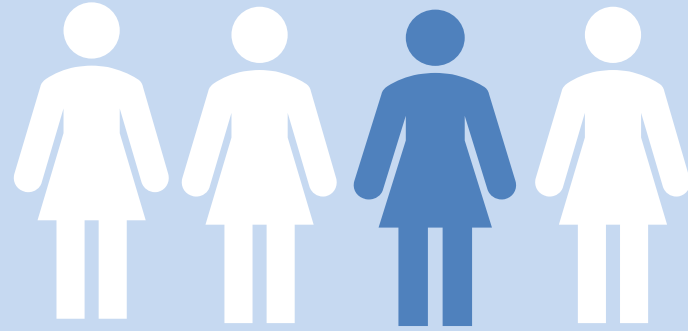


Supervised Visitation & Custody Exchanges

Support Groups

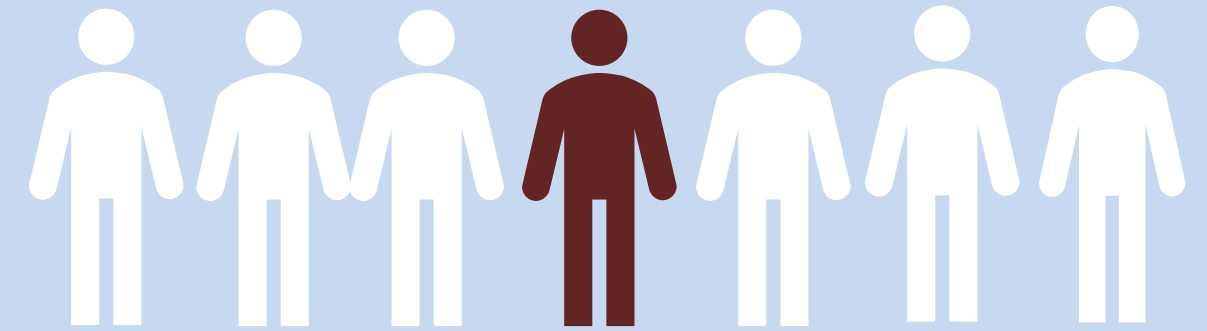


**Confidential, Free, Professional**



1 in 4 women

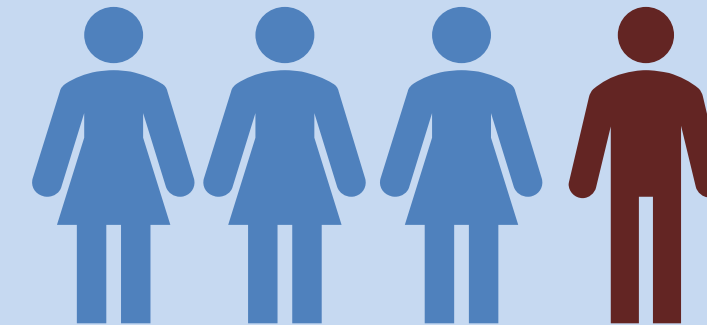
Have experienced severe physical violence by an intimate partner during their lifetime



1 in 7 men



Every 68 seconds, a person living in the U.S. is sexually assaulted—on average, there are 463,634 victims every year.



More than 3 women and 1 man are murdered by their intimate partners in the U.S. every day



# What is Sexual Violence?

Any type of **unwanted** sexual contact or behavior

## Can include:

- Rape
- Sexual contact/ touching
- Sexual harassment
- Nonconsensual image sharing
- Indecent exposure
- Using coercion, psychological force, or manipulation to get a victim to perform sexual acts

## What is Domestic Violence?

It is a **pattern** of behaviors used by a partner to maintain **power and control** over another partner in an **intimate (or former) or familial relationship**

A perpetrator or victim can be any race, age, gender, sexuality, religion, education level, or economic status

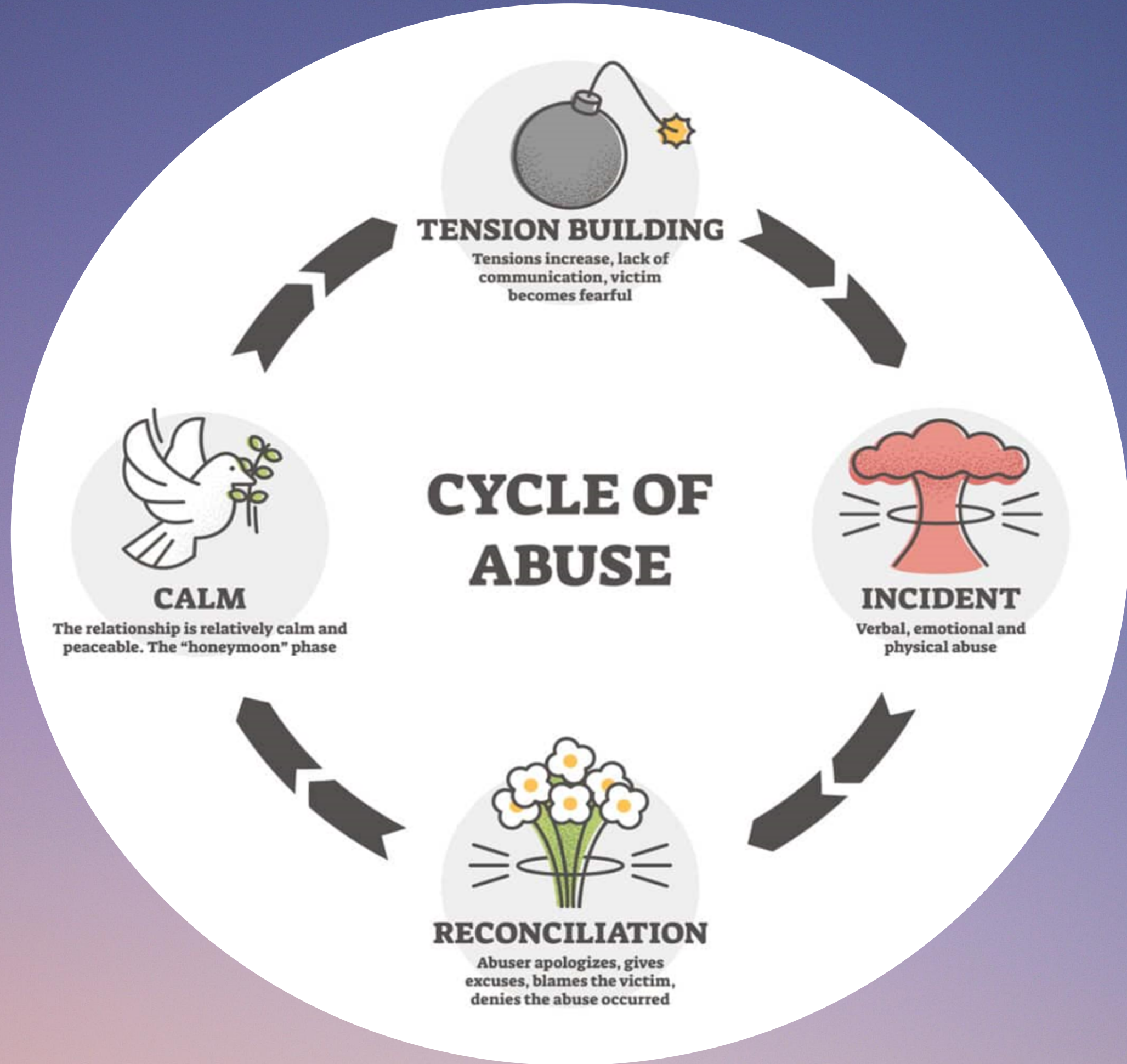
Cycle of Violence

**YOU ARE  
NOT  
ALONE**

centre  
**SAFE**

empowering  
survivors  
eliminating  
violence

24 HOUR HOTLINE ■ 1.877.234.5050

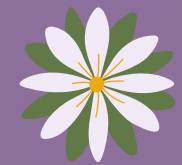


# POWER AND CONTROL

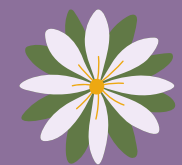
- Tactics abusers use to gain power and control
- Create feelings of confusion, fear, anger, and isolation in the victim
- Multiple forms of abuse are usually present at the same time
- This makes leaving abusers difficult and dangerous



# Barriers to leaving



On average, it takes 7-12 attempts to leave an abusive relationship.



Leaving does NOT ensure safety.



# *Impact on mental health*

Feelings of shame or guilt

Social isolation or withdrawal

Flashbacks or nightmares

Anxiety

Depression

PTSD

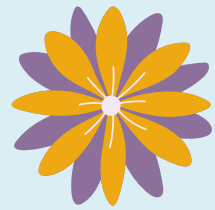
Sleeping or eating disorders

Avoidance, phobias

Substance abuse

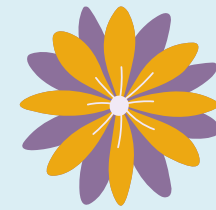
Suicidal thoughts or actions

# How do we make it work?



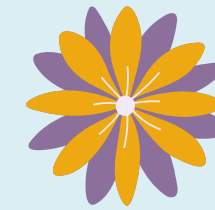
## Our dedication

to the elimination of violence and the empowerment of survivors.



## Our partnerships

with PCADV, PCAR, United Way, and others.



## Our community

who believe in our mission, seek our services, and want to get involved.





# How to get involved

## SHARE

our mission:

- Sign up for our email list.
- Share our social media content.

**@centresafe**

## PARTICIPATE

in our work:

- Attend our community events.
- Volunteer
- Apply to join our board.

## DONATE

if you are able:

- Wishlist is online.
- Coordinate with a staff member.





SP-1



# IN FULL VOICE

*A Concert for*

## HOPE & HEALING

April 4 | 7 pm FREEMAN AUDITORIUM

Celebrating Centre Safe's 50<sup>th</sup> Anniversary &  
R-VOICE's 40<sup>th</sup> Anniversary

**Featuring:**  
**Hannah Bingman**  
**The Groove Society**  
**Natascha & The Spy Boys**  
**One Acre West**  
**Penn State WORDS**  
**Penn State Savoir Faire**



Relationship Violence Outreach, Intervention,  
and Community Education Center





# April is... **SEXUAL ASSAULT AWARENESS MONTH**



**centre**  
**SAFE** empowering  
survivors  
eliminating  
violence

24 HOUR HOTLINE ■ 1.877.234.5050

April 1 at 6 PM

### Take Back the Night

**Old Main, University Park**

Lambda Theta Alpha hosts their annual program to spread awareness about sexual violence and share survivors' stories. The event is co-sponsored by the R-VOICE Center and Centre Safe.

April 4 at 7 PM

### In Full Voice: A Benefit Concert Honoring Survivors

**Freeman Auditorium, University Park**

Uplift voices and experiences of survivors. Learn more at <https://psu.crowdchange.co/56003>

April 7 at 10 AM

### SAAM Proclamation

**Willowbank Office Building, Bellefonte**

The Board of Commissioners proclaim April 2026 as Sexual Assault Awareness Month and Child Abuse Prevention Month in Centre County.

April 10 from 9 AM-5 PM

### "What Were You Wearing?" Survivor Art Installation

**HUB-Robeson Lounge, University Park**

The R-VOICE Center and Centre Safe will display an exhibit that dispels the rape myth that clothing choices provoke sexual violence.

April 21, all day

### PCAR Advocacy Day

**PA State Capitol, Harrisburg**

Meet with legislators and attend event to advocate for a sustainable increase in the rape crisis line item.

April 22 from 3-5 PM

### Honoring Survival

**Pasquerilla Spiritual Center,  
University Park**

The R-VOICE Center and Centre Safe hosts an evening of healing to honor the strength and resiliency of survivors.

April 29, all day

### Denim Day

Wear denim to support survivors of sexual violence. Visit [denimday.org](http://denimday.org) and share your denim-themed wear by tagging @centresafe on social media.



**COLLEGE TOWNSHIP  
MANAGER'S UPDATE**

**April 2, 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.  
3/30/26 **Discussing transects and regulating plan at upcoming PC meeting on 4/7.**

**(C) 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.  
3/19/26 **CTC approved the termination agreement.**

**(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.
- 4/1/26 **Status meeting with Keller.**

**(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, 3/2/26, 3/16/26.

- Comments:** 3/23-24/26 **Meeting with Kimmel and ad hoc committee regarding systems and layout.**

**(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.
- 3/27/26 **Twp. Mgr. forwarded final agreements to Solicitor for review and comment. Discussion/approval of agreement anticipated at 4/2 CTC meeting.**

# How will Happy Valley Casino impact Centre County? We looked at PA's other 4 mini-casinos

JOSH MOYER, JACOB MICHAEL, MATT DISANTO AND BRET PALLOTTO

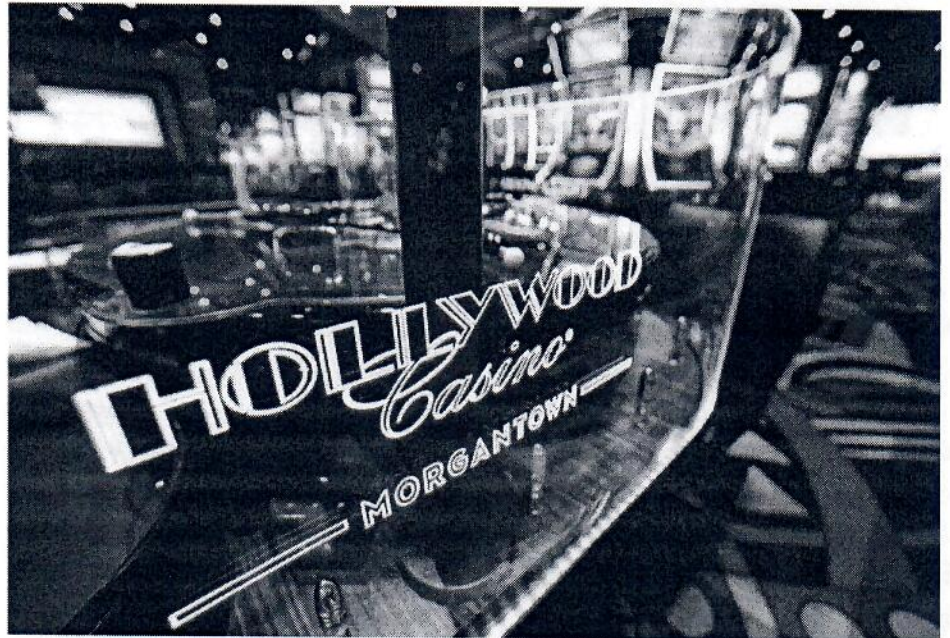
After nearly a six-year wait, Happy Valley Casino is finally preparing to open — but one important question remains.

How will Pennsylvania's fifth mini-casino impact this community?

For six years, a clear line's been drawn. Supporters have typically pointed to the economic impact while downplaying concerns about the potential for increased crime. And critics typically pointed to the potential for increased crime while downplaying the economic impact.

No two casinos are identical, and enough variables exist that a casino at one property has the potential to have a positive impact while a similar one in an entirely different spot could prove negative. That's why even PolitiFact, which is charged with sorting fact from fiction, concluded evidence of whether casinos increase crime as "mixed."

How Happy Valley Casino impacts College Township and



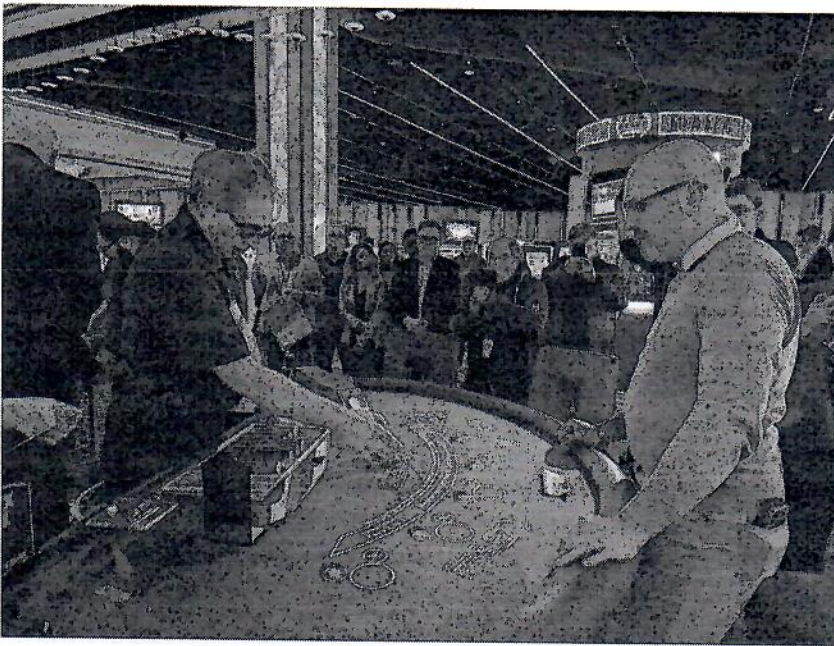
An etched glass sign that reads "Hollywood Casino Morgantown" is pictured on the floor of the casino in 2021. The Hollywood Casino Morgantown is one of four mini-casinos in Pennsylvania.

Centre County remains to be seen. Casinos can undoubtedly be lucrative, as the township and county each stand to gain an estimated \$1.6 million annually — at least the first year — just from their annual 2% cut from slot machines and 1% cut from table games. But studies also suggest at least 40% of casino revenues are earned from problem gamblers and those who live within 10 miles of a casino are twice as likely to

become problem gamblers.

Will the good outweigh the bad? Will the casino revitalize Nittany Mall and provide quality jobs? Or will critics' worst fears come to fruition?

Ahead of the casino's grand opening, we decided to reach out to the four Pennsylvania communities with mini-casinos that have already been through this process themselves — near Greensburg, Morgantown, Shippensburg and York.



Parx Casino Shippensburg opened in Cumberland County in January 2023.

We asked officials and community leaders there how casinos impacted their communities and whether they regretted the new businesses — or whether they'd embrace them all over again. All of these communities had at least two full years to marinate in the impact, so nobody better knows the effects than them.

Here's what they said:

#### **Parx Casino Shippensburg**

**Location:** A 73,000-square-foot mini-casino in a former Lowe's store, about 2 1/2 miles from Shippensburg University

**Date opened:** January 2023

**Cumberland County population:** An estimated 275,500 people

Cumberland County Commissioner Gary Eichelberger acknowledged Shippensburg Township, a largely rural municipality with a mix of farmland and residential development, faced con-

siderable public resistance as Parx Casino prepared to open.

The top concerns expressed there — a potential increase in crime and gambling addiction — were the same as those voiced by opponents of the Happy Valley Casino. But after three years of operation, Eichelberger said "we have heard virtually nothing in regard to any of the fears becoming reality."

According to Pennsylvania State Police statistics that date back to the month the casino opened, there have been only two gambling offenses in the township. Drug, firearm and DUI offenses appear to have remained flat.

Anecdotally, Eichelberger said he is not aware of any major policing issues. He said he believes Shippensburg University, home to about 5,100 students, generates more calls and concerns than the casino.

## Reports.a.

The facility, Eichelberger said, has been praised for its affiliated restaurant — a welcome addition to the western edge of the county — and for maintaining a "very nice facility that presents no visible problems." He said traffic in the area has been likened to a shopping center: cars come and cars go at a steady but largely unassuming pace.

On the whole, the county's longtime commissioner said the casino appears committed to the "good neighbor" pledges they made during the application and approval processes.

"There appears to have been a lot of unwarranted fears over the casino's presence, and their business and community practices have been a net improvement for the area," Eichelberger wrote in an email to the Centre Daily Times. "... I cannot speak to the occurrence of addiction to gambling, but the Commonwealth keeps tabs on impacts around these locations. We have noted no specific uptick in any demands to our county social service agencies other than what we attribute to the rapid population growth we have been undergoing as a county.

"As long as PARX remains diligent in those practices, I anticipate no real change in the current level of satisfaction with their being here."

Shippensburg Township Supervisor Stephen Oldt was effusive in his praise of the casino, telling the CDT "every-

one is fat and happy here." The casino, he said, has been a "moneymaker."

Since the casino opened, the Pennsylvania Gaming Control Board said the county and the township have received a combined \$4.19 million. An agency spokesperson also told the CDT there will likely be a significant uptick in tax revenue this year after the casino replaced its hybrid table games with traditional table games.

"We haven't had a lick of problems," Oldt said. "... I've never seen so much growth."

### Hollywood Casino Morgantown

**Location:** An 81,425-square-foot mini-casino on a 36-acre plot near the intersection of the Pennsylvania Turnpike and Interstate 176

**Date opened:** December 2021

**Berks County population:** An estimated 439,000 people

Pennsylvania gaming officials voted unanimously last summer to renew Hollywood Casino Morgantown's license following a successful first few years in business.

The Berks County casino has helped revitalize a quiet stretch along the turnpike since opening in late 2021. Significant revenue from the casino and minimal effects on local crime have helped it become a beneficial partner in the community, officials said.

"This site lent itself to an area that had not seen a lot of proactive commercial de-



velopment," said Pamela Menet, Berks County's director of community and economic development. "In that area of the county, there are some smaller, independently owned businesses. It's not an area of huge franchises. But [the casino] has been very favorable for surrounding businesses, and it has absolutely increased traffic to that area as a point of destination."

Some small businesses in the area have expanded or renovated their facilities thanks to the increased traffic from the casino, Menet said. The casino, equipped with 675 slot machines and 29 table games, has helped provide entertainment and recreational opportunities that were not readily accessible in the area.

Menet said the casino has also supplied strong jobs for more than 300 people.

"It provides opportunities and flexible work environments for those who might have re-

tired from their main careers but want to keep working," Menet said. "Part-time jobs add flexibility for folks who might have children or other obligations that keep them from working a typical 9-to-5 job, and the pay has been significant enough to provide economic mobility. These are often not the minimum wage-paying jobs people might assume."

Last summer, state gaming officials reported that the casino generated \$315.7 million in gross revenue from its slot machines, table games and sports wagering since opening and returned \$143.9 million in tax revenue to the commonwealth. So far, Hollywood Casino Morgantown has generated \$87.6 million in gross revenue from those categories since the 2025-26 fiscal year began last July.

Shared revenue generated by the casino and returned to Caernarvon Township alone reached \$1.34 million last year,

representing nearly a quarter of the municipality's \$5.38 million 2026 budget. Menet said those dollars have helped communities fund infrastructure projects and public services.

"This has been an opportunity for communities to do things like purchase a new plow truck or upgrade local parks," Menet said. "It really has made meaningful differences in our area and provided a source of funds for projects that municipalities otherwise wouldn't have been able to undertake."

John Adams, Berks County's district attorney, said the casino's impact on crime has been "minimal at best." An online crime database maintained by Pennsylvania State Police reports just two gambling-related offenses in Caernarvon Township since January 2023, when the database began.

The casino's location in a more rural area on the edge of southern Berks and Lancaster counties has helped limit potential increases in crime, according to the district attorney. The project was originally pitched for downtown Reading, which "would've created a lot of problems."

"I think the casino has been a very positive partner in our community," Adams said. "Having this mini-casino here in Berks County has been a benefit for local economics, but also for development. Frankly, I think it's been all positive."

Paul Stolz, Caernarvon Township's police chief, said his

10-officer department has had few issues policing the casino's surroundings, where most calls concern public drunkenness or suspicious persons. He said he's pleased he can count on one hand the number of times officers responded to a child left in a car by a casino guest.

"We have an occasional day with multiple calls to the casino, but we have far more days, weeks and months with no issues over there at all," Stolz said.

### **Hollywood Casino York**

**Location:** A roughly 80,000-square-foot mini-casino that replaced a Sears anchor store at the York Galleria Mall, near the intersection of Interstate 83 and U.S. Route 30

**Date opened:** August 2021

**York County population:** An estimated 471,000 people

The manager of Springettsbury Township, home to Hollywood Casino York, still remembers the wave of public concerns and complaints that swelled before the casino opened in 2021.

A small-but-vocal minority warned about the odds of increasing crime, and public meetings were often filled with more casino opponents than supporters. But township manager Mark Hodgkinson, who's worked for the municipality for nearly 30 years, said something curious happened once the casino opened.

"I haven't received any complaints of the casino since it's

## **Reports.a.**

been in operation, like I did prior," said Hodgkinson, who took over as manager in September 2020. "... They've been a very good partner with the township. They really have."

That's not to say everything has gone perfectly. Hollywood Casino York was fined \$80,000 in 2023 for failing to meet minimum security staffing requirements for the equivalent of 55 days, and a purported former employee posted anonymous complaints online late last year — referring to security as a "joke" and painting the work environment as far from ideal.

But, overall, Hodgkinson said the primary fears of constructing a new casino have not come to pass.

Officials with Hollywood Casino York described the fine as a temporary hiccup that did not impact public safety, pointing out the casino averaged less than one security incident per hour during its busiest times. Officials also noted the township's police department is literally at the other end of the casino's parking lot.

The numbers back up officials' assertions. Based on data from Pennsylvania's Uniform Crime Reporting System, crime in Springettsbury Township — where the casino is located — actually dropped 22% in the full four years the casino has been open (2022-2025) compared to the four years prior (2016-2019), with the COVID year not included for obvious

reasons. Violent crime has similarly gone down double digits, and both trends are mirrored at the county level.

“I don’t have any information to back up that the casino’s responsible for the (decrease in crime), but the casino has certainly not been a hindrance in that regard,” Hodgkinson said. “I think we get 2-3 calls there a month from a police perspective and like 2-3 calls a month from a fire/EMS perspective, and those are mostly for medical reasons like falls.”

Ironically enough, Hodgkinson said, the Sears the casino replaced typically saw more monthly arrests than the casino.

Elsewhere around the community, support now seems easier to find than opposition.

During a public hearing this past fall on the casino’s license renewal, several community leaders spoke in favor of the casino. An official with the York County Economic Alliance said gaming funds — which amounted to more than \$5.75 million since 2021 — helped pay for projects to improve public safety and support municipal water systems. The home municipality’s director of parks and recreation also said the casino’s sponsorship helped bring to life Fourth of July fireworks and the annual holiday tree lighting event.

And Christina Wingert, of the LGBTQ+ organization Rainbow Rose Center, lauded the casino for its more than

\$30,000 in donations and its “true commitment to diversity, inclusion and the betterment of our shared community.”

“Their investment has played a vital role in helping us expand and sustain our peer-to-peer support groups, our social groups and our community events — programs that foster connection, belonging and well-being for countless individuals,” Wingert said, according to reporting from the York Daily Record.

Not everyone loves the York casino. And plenty would prefer it revert back to a department store. But for Hodgkinson, who’s long been a casino supporter, he has no regrets.

“I had a good feeling that it was going to be a good thing for Springettsbury Township,” he said. “And it turns out that it is.”

### **Live! Casino Pittsburgh**

**Location:** A 100,000-square-foot mini-casino built in a former Bon Ton box store in the Westmoreland Mall, Hempfield Township, within 20 minutes of five colleges

**Date opened:** November 2020

**Westmoreland County population:** An estimated 351,000 people

Since Live! Casino Pittsburgh opened five years ago, local officials say that it’s served as more than just a casino — it’s become one of the county’s premier entertainment destinations and economic drivers.

## **Reports.a.**

Douglas Weimer, a 26-year Hempfield Township supervisor, told the CDT that while he doesn’t gamble there, he’s attended several events at the space’s three eateries and large meeting space. Weimer also shared that the casino has revitalized the mall and the surrounding area, making it a place for people of all ages to shop and visit.

“It has been a major benefit to securing pre-existing commercial spaces and box stores in the mall, and it’s also helped rejuvenate our regional commercial corridor,” Weimer said. “It’s benefitted local businesses around the mall too, in that when commercial properties become vacant, they don’t remain vacant for very long.”

The supervisor added that his township receives roughly \$2 million per year thanks to the casino, which he noted is currently helping fund a multi-million dollar park project.

Westmoreland County also receives additional annual funding as a result of the casino, and those funds are used toward local projects, although the funding has to be applied for through grants. County Commissioner Douglas Chew said many of the grant applications have received either partial or full funding based on their requests.

“This particular casino makes giving back to the community a priority,” Chew said. “We’re getting a few million dollars across the different

agencies that apply, and it's all going right back into the county."

According to the Pennsylvania Gaming Control Board, in 2025 alone, the casino generated more than \$116 million in revenue — \$98.5 million from slot machines, \$15.8 million in table games and \$2 million from sports betting.

Aside from the monetary side of things, the two officials also noted that the casino has not appeared to have a major impact on the students of the five colleges and universities that surround it, including Seton Hill University and University of Pittsburgh at Greensburg.

"This thing is not affecting the youth in regard to sports betting, slots or anything of the sort — the casino floor is by far and away occupied by mainly the retired generation," Weimer said. "The college kids are usually only there for the entertainment aspect. Maybe they'll watch a Steelers or Penn State game, but that's about it."

As for a crime increase, Weimer shared that he's seen "no significant reports of increased crime whatsoever," aside from some "nonsensical" police calls.

Westmoreland County District Attorney Nicole Zicarelli did not respond to a request for comment. But, in a November article from the Pittsburgh Tribune-Review, casino general manager Sean Sullivan highlighted 2024 testi-

mony from state police and mall officials who stated crime had not increased since the casino's opening.

# COUNCIL CONSENT AGENDA

## April 2, 2026

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### CA-1 Minutes, Approval of

- a. March 19, 2026 – College Township Council Regular Meeting Minutes

### CA-2 Correspondence, Receipt/Approval of

- a. Email from Jeanne Boggie dated March 21, 2026, regarding Casino
- b. Email from John Pitterle dated March 21, 2026, regarding Casino
- c. Email from Bob Booz dated March 21, 2026, regarding Casino
- d. Email from Joan Nessler dated March 21, 2026, regarding Casino
- e. Email from Peggy Myers dated March 21, 2026, regarding Casino
- f. Email from Andrew Shaffer dated March 21, 2026, regarding Casino
- g. Email from Mary Jane Stout dated March 22, 2026, regarding Casino
- h. Email from Nancy Cord-Baran dated March 22, 2026, regarding Casino
- i. Email from Stahl Sheaffer dated March 26, 2026, regarding an extension for the PAM State College subdivision plan to July 4, 2026

### CA-3 Action Item, Approval

- a. Proclamation P-26-04 – Recognizing April as Sexual Assault Awareness Month
- b. Letter of support for Centre Care grant application
- c. Request for support of 7<sup>th</sup> Annual Juneteenth Art Exhibition & Block Party
- d. Mid-State Literacy Council request for support of Community Spelling Bee
- e. Letter from Community Diversity Group dated March 28, 2026, requesting support for the Community Diversity Conference



Photo by Frank Scott, IV



**COLLEGE TOWNSHIP COUNCIL  
REGULAR MEETING MINUTES  
Thursday, March 19, 2026  
1481 E. College Avenue, State College PA 16801  
Hybrid Meeting (In-Person or via Zoom)**

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**ATTENDED BY –  
COUNCIL:**

Susan Trainor, Chair  
Tracey Mariner, Vice Chair  
D. Richard Francke  
Eric Bernier  
Gretchen Brandt

**STAFF:**

Adam Brumbaugh, Township Manager/Secretary  
Don Franson, P.E., P.L.S., Township Engineer  
Amy Kerner, P.E., Public Works Director  
Lindsay Schoch, AICP, Principal Planner  
Keri Kenepp, Director of Community & Economic Development  
Katy VanAmburg, Assistant Township Secretary

**ABSENT:**

Mike Bloom, Assistant Township Manager  
Mark Gabrovsek, Zoning Officer

**CALL TO ORDER:** Ms. Susan Trainor, Council Chair, called to order the March 19, 2026, Regular meeting of the College Township (CT) Council at 7:02 PM and led in the Pledge of Allegiance.

**ANNOUNCEMENT:** Chair Trainor announced that Council met in Executive Session prior to the meeting to discuss a personnel matter.

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

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

**SPECIAL**

**PRESENTATION:**                      **SP-1**                      **None**

**PLANS:**                                      **P-1**                                      **None**

**REPORTS:**

**a. Manager's Update**

Mr. Adam Brumbaugh, Township Manager, offered the Manager's Update report as presented. No additions were made to the report. He stated work is now complete for the archeological study for the Path to Campus, and the Path's alignment is still to be determined due to stormwater infrastructure at the Greystar student housing development. Kimmel Architecture was on site this week taking measurements of the interior spaces in the Municipal building as part of the upcoming renovation project.

**b. COG Regional, County, and Liaison Reports**



**COG Public Safety Committee:** Ms. Trainor reported the COG Public Safety Committee canceled their March meeting. The Committee will review all feedback related to the Winter Sports Weekend at Penn State University (PSU) at their meeting in April.

**COG Parks & Library Ad Hoc Committee:** Mr. Bernier reported the COG Parks & Library Ad Hoc Committee met on March 18, 2026. The Committee elected officers, discussed governance structure and operational roles, and will discuss municipal funding at their April meeting.

**CT Industrial Development Authority (CTIDA):** Ms. Brandt reported the CTIDA met on March 18, 2026. The Authority reviewed a draft contracted services agreement for the newly created part-time position of Economic Development Specialist, and heard a presentation from Mr. Greg Scott, Executive Director of the CBICC, on the Fly State College Fund. The Authority approved a \$10k contribution to the fund.

**Spring Creek Watershed Commission (SCWC):** Ms. Brandt reported the Spring Creek Watershed Commission met on March 18, 2026. She noted the Commission postponed the annual State of the Watershed event until June, and Watershed Clean Up Day is April 18, 2026. The Commission heard two (2) presentations, one on a summer work experience for high school students, and another on stream health.

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

**CT Planning Commission (PC):** Mr. Matthew Fenton, PC Liaison, provided a report via email that PC met on March 17, 2026. PC heard a presentation by Ms. Jenna Wargo of the Centre Regional Planning Agency (CRPA) on the Future Land Use Map (FLUM), recommended Ordinance amendments to Chapters 87 & 200, and continued working on Form Based Code (FBC), focusing on uses, definitions, and Special Districts.

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

No *DEIB* report was presented.

#### **CONSENT AGENDA:**

##### **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

**Mr. Bernier made a motion to approve the Consent Agenda minus CA-3.a.**

**Mr. Francke seconded the motion.**

**Motion carried unanimously.**



**CA-3.a., Proclamation P-26-03:** Ms. Trainor read into the record Proclamation P-26-03, recognizing March as Problem Gambling Awareness Month.

**Mr. Francke made a motion to approve CA-3.a. as part of the Consent Agenda.**

**Ms. Mariner seconded the motion.**

**Motion carried unanimously.**

**OLD BUSINESS:                    OB-1                    SPPA Termination Agreement**

In Mr. Bloom’s absence, Mr. Brumbaugh offered a memorandum dated March 10, 2026, outlining details of a termination agreement for the Solar Power Purchase Agreement (SPPA). Council was provided with the agreement for their review.

Prospect 14, the anticipated developer, approached the Centre County Solar Group (CCSG) in the Fall of 2025 with concerns about the economic viability of the project. In early 2026, the member entities of the CCSG were presented with a termination agreement that would relieve them and CL-Route 58 B LLC, the owner of the project.

Solicitors from all CCSG member entities reviewed and approved the termination agreement language. A payment of \$135k from Prospect 14 will be disbursed among the CCSG members using an existing cost share formula.

Discussions occurred related to changes in clean energy incentives by the Federal government.

**Ms. Mariner made a motion to approve the termination agreement with CL-Route 58 B LLC as presented.**

**Mr. Bernier seconded the motion.**

**Motion carried unanimously.**

**NEW BUSINESS:                    NB-1                    Resolution R-26-11 – Amendment to CTWA Articles of Incorporation**

Mr. Brumbaugh offered a memorandum dated March 13, 2026, detailing the need to extend the Articles of Incorporation for the College Township Water Authority (CTWA) for an additional 50-years utilizing **Resolution R-26-11**. He noted the Municipality Authorities Act of 1945 requires the proposed amendment be 1) approved by the Authority 2) approved by the governing body that created the Authority 3) properly advertised 4) forwarded for recording to the PA Department of State.

The purpose of the extension is for the CTWA to secure financing of \$4.98 million dollars to use in funding capital projects, specifically the Oak Hall Park Well #20 and related water main transmission line. The extension will perpetuate the Authority’s life until 2076, exceeding the 25-year financing term.

**Mr. Bernier made a motion to approve the amendment to the CTWA Articles of Incorporation to extend the life of the Authority for 50-years until March 19, 2076, and authorize the Township Secretary to promptly advertise this change and notify the PA Department of State, and furthermore, adopt Resolution R-26-11.**

**Mr. Francke seconded the motion.**

**Motion carried unanimously.**



**NB-2 SCWC Letter on Rockview Property**

Mr. Brumbaugh introduced the topic and noted he received an email from Mr. Kevin Abbey, Vice Chair and Treasurer of the Spring Creek Watershed Commission (SCWC), regarding a draft letter to Governor Shapiro about the future of the Rockview property. He noted he corresponded with Mr. Abbey that the letter should be distributed amongst the participating municipalities for review and feedback, and it would be more effective if addressed to our local state representatives as they will be directly involved in future decisions concerning Rockview. Council was provided with a copy of the draft letter for their review.

Mr. Abbey and Mr. Lee Murphy, CT representative to SCWC, were present to answer questions related to the letter.

Mr. Abbey offered comments about the impact of the closure on the local community and economy and noted the intention of the SCWC and other conservation partners was to remain engaged as the future land use and ownership of the property are determined. He stated SCWC did not author the letter but were initially endorsing it. The letter was sent to Governor Shapiro on March 17, 2026, without the endorsement of the SCWC as the municipalities were in the review process.

Discussions occurred about the SCWC’s purview and authority to make policy decisions.

Ms. Trainor noted Council has not addressed the closure of Rockview publicly and it will be on a future meeting agenda as the situation develops.

Ms. Brandt offered the Governor will decide on the future of Rockview with cooperation from the state legislature, and the state will not supersede local zoning.

**STAFF**

**INFORMATIVES:**                    **SI-1                    March 2026 EZP Update**  
   **SI-2                    Highway Turnback Program Report**

**COUNCIL/STAFF OTHER MATTERS:** Mr. Bernier noted the Chamber (CBICC) will hold their After Hours event at the State College Food Bank on April 16, 2026.

**ADJOURNMENT:**

Chair Trainor called for a motion to adjourn the meeting.

**Ms. Mariner moved to adjourn the March 19, 2026  
Regular College Township Council meeting.  
Mr. Bernier seconded the motion.**

The March 19, 2026 Regular College Township Council meeting was adjourned at 8:10 PM.

Respectfully Submitted,

*\*\*Draft\*\**

Adam T. Brumbaugh  
Township Secretary/Manager





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## Gambling

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**From** Jeanne Boggie <jboggie4@yahoo.com>  
**Date** Sat 3/21/2026 9:09 AM  
**To** CTCouncil <ctcouncil@collegetownship.org>

Thank you for proactively responding to the negative issues that most likely will result with the opening of the casino at the Nittany Mall.

We all need to come together as a community to bring positive and uplifting resolutions to all people in our local sphere.

Again, thank you  
Jeanne Boggie  
Bellefonte, PA

[Sent from Yahoo Mail for iPhone](#)



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**March 19 Gambling Proclamation - Thank You**

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**From** John Pitterle <johnpitterle@yahoo.com>

**Date** Sat 3/21/2026 8:46 AM

**To** CTCouncil <ctcouncil@collegetownship.org>

College Township,

My wife and I moved into College Township in 1994. We live in Houserville, very close to Nittany Mall and the coming casino. We have been very concerned about the adverse effects that the casino and gambling will have in this region.

Thank you very much for your March 19 proclamation regarding gambling. Susan, thank you so much for doing this. Some people will certainly have problems with gambling at this casino. It is good and helpful to be proactive.

Thanks for trying to be prepared.

All the best,

John



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**Thank You for monitoring the new Casino ..**

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**From** Bob Booz <bob@bobbooz.com>

**Date** Sat 3/21/2026 8:43 AM

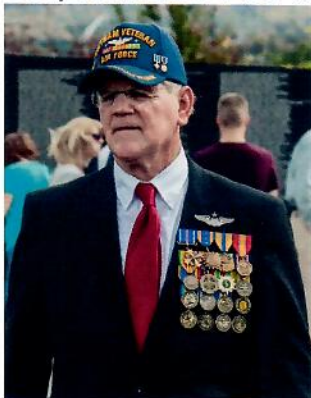
**To** CTCouncil <ctcouncil@collegetownship.org>

My wife and I have been walking around the inside of the mall daily during the winter months. As we approach the Happy Valley Casino inside entrance, we see the Card Dealers being trained (they are behind a glass wall which used be a large shoe store). It's an impressive operation. We know a couple people who gambled in Las Vegas, and they agreed that it appears that proper procedures are being followed.

Hopefully, the Casino will be helpful and not harmful for the township.

Bob Booz, PhD

Cell/Text:814-761-8130





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## Gambling

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From Nessler, Joan <jxn3@psu.edu>

Date Sat 3/21/2026 8:37 AM

To CTCouncil <ctcouncil@collegetownship.org>

Thank you for your concern and commitment to monitor the effects of gambling at the new casino!

Joan Nessler

Get [Outlook for iOS](#)



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## Negative Impacts of the Casino

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**From** Peggy Myers <peggymp1950@gmail.com>

**Date** Sat 3/21/2026 2:44 PM

**To** CTCouncil <ctcouncil@collegetownship.org>

Dear Council Members,

With two precious young grandchildren who live in College Township, I surely wish there was no casino at the Mall. Therefore, I very much appreciate you monitoring and addressing the negative social impacts that are likely to arise from the casino.

Thank you,  
Peggy Myers



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**College Township Council Proclamation Regarding Problem Gambling Awareness Month**

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**From** Andrew Shaffer <andrewshaffer148@gmail.com>

**Date** Sat 3/21/2026 12:04 PM

**To** CTCouncil <ctcouncil@collegetownship.org>

Dear Members of the College Township Council,

Thank you for your proclamation regarding Problem Gambling Awareness Month that was issued at the Council meeting on March 19th.

Your proclamation has helped to increase awareness that anyone can be harmed by problem gambling. Because gambling products are designed to exploit the human body's dopamine response cycle, they are inherently addictive, and anyone who uses them long enough or frequently enough will eventually become addicted to them. Recognizing that addiction to gambling is the natural result of gambling product design, rather than just a personal moral failing, reduces the stigma associated with experiencing gambling harm -- and thus makes it easier for people who experience it to seek help.

I appreciate your public commitment to monitoring and addressing the increased gambling harm that our community is expected to experience as a result of hosting a Category 4 casino.

Sincerely,

Andrew Shaffer



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**Thank you re gambling issues**

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**From** MJ <mgreyghost@gmail.com>

**Date** Sun 3/22/2026 4:26 PM

**To** CTCouncil <ctcouncil@collegetownship.org>

Dear Council, Thank you for being aware and doing what you can to address related problems.

Mary Jane Stout

Patton Township



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**Monitoring the casino effects**

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**From** Nancy Cord-Baran <ncb612@gmail.com>

**Date** Sun 3/22/2026 8:41 PM

**To** CTCouncil <ctcouncil@collegetownship.org>

I really appreciate your willingness to monitor and address the negative social impacts that the Happy Valley Casino is expected to have.

Nancy Cord-Baran

March 26, 2026



Sharon E. Myers  
Senior Support Specialist – Engineering/Planning  
College Township  
1481 E. College Avenue  
State College, PA 16830

Re: Plan Recording Deadline – 90-day extension request  
PAM State College Subdivision

Dear Ms. Myers:

This letter is to request a 90-day extension of the recording deadline for the PAM Health Subdivision.

The current recording deadline is April 5, 2026. A few conditions of the ground lease are still being arranged, and the recording of the subdivision plan cannot occur until the closing of the lease agreement. Therefore, we are requesting a 90-day recording extension to the new deadline of July 4, 2026. It is our understanding that there is no fee for this first deadline extension.

Please contact me at 814.857.6324 or [mvaow@stahlsheaffer.com](mailto:mvaow@stahlsheaffer.com) if you have any questions or require additional information.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Michael Vaow'.

Michael Vaow, Project Coordinator  
Stahl Sheaffer Engineering, Inc.  
Copy | Brandon McFarren and Phil Schuck, Catalyst Healthcare Real Estate

**RECEIVED****MAR 26 2026**College Township  
**ENGINEERING DEPARTMENT**

**COLLEGE TOWNSHIP  
CENTRE COUNTY, PENNSYLVANIA**

**PROCLAMATION P-26-04**

**A PROCLAMATION OF THE TOWNSHIP OF COLLEGE, CENTRE COUNTY, PENNSYLVANIA,  
RECOGNIZING APRIL AS SEXUAL ASSAULT AWARENESS MONTH**

**WHEREAS**, April is Sexual Assault Awareness Month — a time to draw attention to the prevalence of sexual assault, raise public awareness, educate communities, and empower individuals to take steps to prevent sexual assault here in Centre County; and

**WHEREAS**, rape, sexual assault, and sexual harassment harm our community. In the United States alone, nearly 1 in 4 women and 1 in 26 men have completed or attempted rape some time in their lives. Almost half of all transgender people have been sexually assaulted at some point in their lives, and these rates are even higher for trans people of color. Every 68 seconds an American is sexually assaulted; and

**WHEREAS**, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

**WHEREAS**, anyone can be a leader in preventing and ending sexual violence. As employers, educators, parents, and friends we all have an obligation to uphold the basic principle that every individual should be free from violence and fear; and

**WHEREAS**, 2026 marks the 25<sup>th</sup> anniversary of Sexual Assault Awareness Month and the theme this year is “*Looking Back, Moving Forward: Turning Awareness into Action.*” The campaign emphasizes the importance of collective action in addressing and preventing sexual abuse, assault, and harassment. It also works to shift the ways our communities understand, talk about, and respond to sexual abuse, assault, and harassment. We can challenge harmful misconceptions and foster safer communities by learning and taking action together. This campaign also seeks to unite us in uplifting the voices of survivors—particularly those from underserved and marginalized communities—to build a more inclusive movement. By incorporating intersectionality, how race, gender, and identity shape survivor experiences, we can work toward a future that leaves no one behind and empowers everyone to take action to end sexual violence.; and

**WHEREAS**, Centre Safe, which continues to celebrate its 50<sup>th</sup> anniversary, is urging Centre County residents to support and believe survivors, work together to educate our community about sexual violence prevention, and speak out against harmful attitudes and actions; and

**NOW, THEREFORE, BE IT RESOLVED** that the College Township Council does hereby proclaim **April 2026** as **Sexual Assault Awareness Month** and calls upon all citizens in Centre County to support survivors and take action to prevent sexual violence not only during the month of April but every day of the year.

**THIS PROCLAMATION AUTHORIZED THIS** 2<sup>nd</sup> day of April, 2026, by the College Township Council, Centre County, Pennsylvania.

**COLLEGE TOWNSHIP COUNCIL:**

\_\_\_\_\_  
Susan Trainor, Chair

**ATTEST:**

\_\_\_\_\_  
Adam T. Brumbaugh, Manager/Secretary

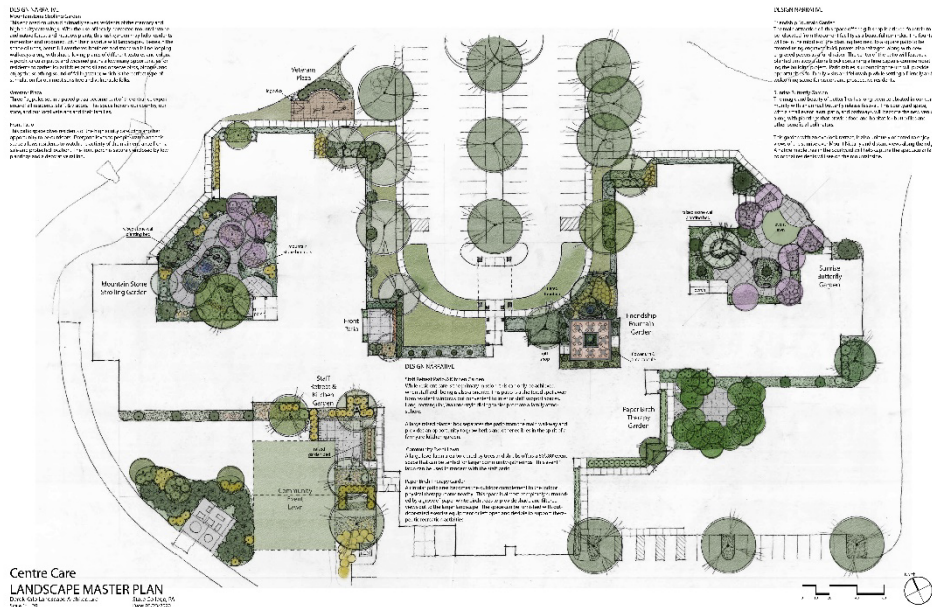
## EXECUTIVE SUMMARY

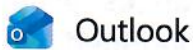
Through this application to the Greenways, Trails and Recreation Program under the Department of Community and Economic Development, Centre Care will build a set of gardens that will be used to improve patient, visitor and staff mental and physical wellness through connections to nature.

The Therapy Garden will include various features to enhance sensory experiences and recreation for patients. Rubber surfacing will be installed over existing concrete in high-traffic areas for comfort and safety. Additional concrete circles with bonded rubber will create defined activity spaces. A therapy path incorporating various textures and materials will allow patients to practice mobility skills. Outdoor exercise equipment will provide opportunities for physical rehabilitation. Benches will allow for resting. A post and chain fence and gate will enclose the garden safely while still allowing views. An assortment of trees, shrubs, and perennials will create a pleasant and stimulating sensory environment for patients.

The Staff Garden is designed as a quiet respite area for staff. A large open-air concrete patio will provide a spacious gathering area. Brick pavers will define beds for plantings. A pergola covered in vines will provide shade. A stone birdbath and water feature will add aesthetic appeal and sound. A large timber-frame pavilion will serve as a covered lounge and activity space, with an additional concrete patio extending below. Various trees, shrubs, and perennials will enhance the landscape.

The grant requests consideration of a \$250,000 grant to support the preliminary budget of \$443,688.70. Together, with help from the Commonwealth, this project will create a respite area, enhancing outdoor space at Centre Care with therapeutic and restorative elements.





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**FW: Request for Support of 7th Annual Juneteenth Art Exhibition & Block Party 2026**

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**From** Susan Trainor <strainor@collegetownship.org>

**Date** Sun 3/22/2026 8:40 PM

**To** Katy VanAmburg <kvanamburg@collegetownship.org>

**Cc** Leslie A Laing <lal24@psu.edu>; Tracey Mariner <tmariner@collegetownship.org>

Hello Katy,

Would you please include Leslie's correspondence in the Consent Agenda for the 4/2 meeting? Also, could you please confirm that we made a \$500 donation last year that way we'll be able to start with that being confirmed.

Thank you!

Susan

Susan Trainor  
College Township Council  
strainor@collegetownship.org  
[www.collegetownship.org](http://www.collegetownship.org)

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Please consider the environment before printing this email and any attachments

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**From:** Laing, Leslie A <lal24@psu.edu>

**Date:** Friday, March 20, 2026 at 8:09 PM

**To:** Susan Trainor <strainor@collegetownship.org>, Tracey Mariner <tmariner@collegetownship.org>

**Cc:** Strategies For Justice <admin@strategiesjustice.com>, psuabdullah <psuabdullah@gmail.com>

**Subject:** Request for Support of 7th Annual Juneteenth Art Exhibition & Block Party 2026

Greetings Susan and Tracey,

We are... excited to share that planning for our annual **Juneteenth Celebration** is gearing up for its seventh year—and it's shaping up to be our biggest, boldest celebration yet.

What started as a grassroots gathering during the pandemic has grown into a vibrant, multi-day tradition filled with music, art, education, a variety vendors, and thousands of community members celebrating culture, connection, and joy.

Each year we comprise a powerful series of performances designed to uplift and inspire. Your sponsorship fuels every part of this celebration—live performances, artist and vendor support, stage production, community programming, and the continued growth of the **1865 Freedom Legacy Scholarship**, which has already sent three local high students off to pursue their educational goals at the college of their choice.

We're especially excited to host the month-long **Juneteenth Art Exhibition**. The opening reception on Friday, June 19, 2026, featuring six intergenerational artists. Participation and attendance continue to grow each year, and your support helps this signature event shine.

Last year, we shutdown the streets and thousands joined us in the rain for the **Juneteenth Block Party** and enjoyed the American Idol, Gabby Simone, Motown Sounds from Brencore All Stars and a fabulous Marching Cobras along with local bands.

**Check out our Highlights and Photos:** <https://www.facebook.com/media/set/?vanity=BoroughofStateCollege&set=a.1131612838991638>

Our fundraising goal is \$30,000, to ensure the entire celebration remains free, accessible, and unforgettable for all. Juneteenth represents more than a historic milestone. It is a reminder of both the progress that has been made and the work that continues.

We invite you to stand with us as a 2026 Juneteenth Sponsor along with our State College Borough partners, Center for Performing Arts and the Happy Valley Adventure Bureau. Your \$500 Township investment strengthens our community, amplifies local voices, supports young scholars, and helps us preserve and grow this important cultural tradition. If you would also like a vendor table presence, please let us know.

Checks can be made payable to State College Borough with Juneteenth 2026 in the memo line and mailed to:

Attn: Chiluvya Zulu  
State College Borough  
243 South Allen Street  
State College, PA 16801

**Please hit reply to confirm your contribution amount and let us know who to send the invoice for processing.**

Thank you in advance for your financial contribution that sustains the community-wide celebration of Juneteenth.

Leslie  
Juneteenth Planning Co-chair

Received  
MAR 26 2026  
College Township  
**27<sup>th</sup>**  
**Annual**

*Ron & Mary Maxwell*  
**Community Spelling Bee**  
**Benefiting Mid-State Literacy Council**

**Wednesday**  
**September 30, 2026**  
**6:00 p.m.**

**Live event at**  
**State College**  
**Municipal Building**  
**Community Room**

**Broadcast on C-NET**

**Spelling Bee Committee:**

Melissa Erekson, Chair  
Bridget Schell  
Dan Sykes  
John Dillon  
Chelsea Wall  
Ellen Stolarski

**Word Master:**

Russell Frank

Dear Friend of Mid-State Literacy Council,

We invite you to be a sponsor for the 27th Annual Ron and Mary Maxwell Community Spelling Bee, benefiting Mid-State Literacy Council's adult education programs. Literacy transforms lives — empowering individuals to achieve their goals, succeed in the workplace, access healthcare, and actively contribute to our community.

**Your sponsorship will help support this vital work.**

In Centre County, 13% of adults struggle with basic literacy, and 23% face significant numeracy challenges. Sponsors like you are key to sustaining our classes and tutoring programs. You can help provide opportunities for adults to improve their skills, gain employment, earn promotions, communicate with doctors, and support their children or grandchildren in school.

Sponsors are encouraged to enter a spelling team to participate in our competition. It's a great way to showcase your commitment to education while building team spirit. However, if your organization does not choose to send a team, we've got you covered. You will receive sponsorship benefits providing visibility to your company in other ways.

Please see the enclosed sponsorship details for more information.

Thank you for your support in helping advance education in our community!



*Bridget Schell*

Executive Director  
Mid-State Literacy Council Inc.

# Sponsorship Levels

**\$5,000**

*Queen Bee*

**Beekeeper Sponsor Benefits plus:**

- Opportunity to deliver event opening or closing statement (first two Queen Bee sponsors only)
- Logo placement on event signage
- Invite 3 guests to live event

**\$2,500**

*Beekeeper*

**Honeybee Sponsor Benefits plus:**

- Full-page (8.5 × 5.5) ad in event digital program
- Spotlight in annual Mid-State Literacy Council newsletter
- Live event recognition with a short spotlight on your mission and local impact
- Invite 2 guests to live event

**\$1,000**

*Honeybee*

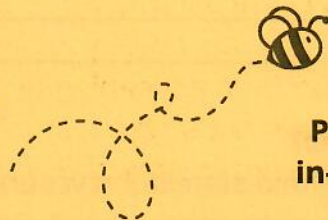
**Worker Bee Sponsors Benefits plus:**

- 1/2-page (4.25 × 5.5) ad in event digital program
- Choice of a theme for a round of words (first two honeybee sponsors only)
- Company slogan announced during event
- Invite 1 guest to live event

**\$500**

*Worker Bee*

- Opportunity to enter a team of up to three contestants
- Company name recognition in digital event program
- Company name announced during event



**Pollinator Sponsors of less than \$500 and in-kind donations including prize sponsors and event catering appreciated!**



COMMUNITY DIVERSITY  
CONFERENCE

Embracing & Implementing Inclusion

March 28, 2026

Dear Community Partner,

Building on the overwhelming success of our biannual conferences, the Community Diversity Group (CDG), the Borough of State College, our Penn State affiliates and many community members are pleased to announce our fifth Community Diversity Conference. This one day conference will be held on **Tuesday, June 29, 2026 at the Penn Stater Hotel and Conference Center.**

We invite you to attend and to bring friends and colleagues to participate in this unique opportunity to enhance community relations, increase awareness about diversity issues prevalent in our communities and to improve the overall social climate of Centre County/Central PA. Participating in these open discussions and learning what it takes to build a richer and more inclusive community for all will enhance your business practices and expand your networking capacity.

We have launched a fundraising campaign to support the Community Diversity Conference. As such we are seeking your participation and support through a financial contribution and/or donation of products or gift certificates. CDG is a 501(c)(3) organization, so your contributions are tax-deductible to the fullest extent allowable by law.

The Community Diversity Conference offers a valuable opportunity to promote your business, enhance your name recognition throughout the local community, and show your support for diversity and inclusion. Your generosity helps defray the cost and allows us to offer a quality full-day conference, including lunch, at a reasonable price to participants. Please support the Community Diversity Conference by selecting your level of participation below:

<b>Beyond Diversity Sponsor</b>	<b>\$1000 or more</b>	<b>Large Logo and two conference registrations</b>
<b>Social Justice Sponsor</b>	<b>\$500-\$999</b>	<b>Medium Logo and one conference registration</b>
<b>Sustainability Patron</b>	<b>\$100 - \$499</b>	<b>Thank you in our program and on our website</b>
<b>Cultural Dexterity Donation</b>	<b>Donated items (for raffles, etc.)</b>	<b>Your organization identified on item, and as above, commensurate with value of your gift.</b>

Please note: With donations of \$500 or more, your organization's logo and website will be printed in the conference program, on the lunchtime slide show, and on the CDG's website with a link to your website. Email your logo to us: [CommunityDiversityGroup@gmail.com](mailto:CommunityDiversityGroup@gmail.com)

To participate as a sponsor, please call or email Kevin Kassab, 814-360-3326 or [kkassab@statecollegepa.us](mailto:kkassab@statecollegepa.us), or send your completed sponsorship form and check to: **Community Diversity Group, PO Box 933, State College, PA 16803-0933, attn: Community Diversity Conference.**

Thank you in advance for your consideration and support of this worthy endeavor. Together, we are implementing inclusion.

*Carol Eicher*  
Carol Eicher, CDC President

*Kevin Kassab*  
Kevin Kassab, Sponsorship Committee Chair

**The Community Diversity Group brings diverse peoples together to cultivate inclusive, engaged communities.**

The Community Diversity Group (CDG) is a 501(c)(3) non-profit coalition of Centre County community members with representatives from local businesses, municipalities, and non-profit organizations. All CDG members, including the board of directors, are volunteers. CDG offers training, consulting, programming, professional and social networking, and publications, all designed to educate the community about the benefits of multicultural competence and to encourage inclusiveness. Open public meetings are held on the first Tuesday of each month. Attend a meeting, become a member, make a difference.

Visit our website for updates and more information: [www.CommunityDiversityGroup.com](http://www.CommunityDiversityGroup.com).





# COLLEGE TOWNSHIP

## MEMORANDUM

**To:** College Township Council

**From:** Lindsay K. Schoch, AICP | Principal Planner

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

**Date:** March 26, 2026 (for discussion at April 2, Council Meeting)

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### Introduction

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

### The Planning Commission's Action

The Planning Commission reviewed the request at their January 20 and February 17 meetings.

**1/20/2026 PC discussion topics:** Age of customers/clients; hours of operation; ADA accessibility; primary use of facility; potential for change in use; main entrance designation; adequate lighting.

**2/17/2026 PC** discussion included Derek Roth, owner of the Legacy Boxing and Combat Sports Academy, LLC who provided the PC with answers which satisfied their questions and concerns found in January.

Mr. Roth noted the gym is insured and registered with the USA Boxing and U S Judo Association, which specifies the types of exercise and training that can happen inside the gym. He noted they do not have trainings that involves weapons, they encourage users of the gym to utilize the main (front) entrance, and one gym member uses a wheelchair on a daily basis and who is also able to access all areas of the gym in the wheelchair.

Although the Planning Commission did not specify any conditions to apply to the Conditional Use request, their concerns over lighting in the rear of the building were valid. Staff suggest a condition should be to install a light near the rear entrance to the building.

**Indoor Recreation Facility** - A building or space designed to accommodate various recreational, fitness or leisure activities within an enclosed environment. Included facilities include amenities such as gymnasiums, swimming pools, basketball courts, fitness centers, climbing walls, indoor tracks, pickle ball, racquetball, or tennis courts, and multi-purpose rooms. And, as of early 2025, the Township passed an ordinance which includes "Indoor Recreation Facilities", such as gyms, to be permitted by Conditional Use in the I-1 Zoning District. Ordinance O-25-01 permits the Use with consideration of the following conditions:

The following is a list of conditions found within the ordinance and below each section, staff responded with information received from the application and discussions over time.

Indoor recreation facilities shall be permitted in the General Industrial Zoning District by Conditional Use. The Conditional Use Permit shall establish the following: OB-1

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

“Allowing indoor recreation uses in the General Industrial Zoning District implements the Dale Summit Area Plan by including a mix of uses in the Dale Summit Area.”

B. *A plan for traffic ingress and egress.*

Legacy Boxing use, as it exists has had “no issues with traffic ingress and egress since Legacy Boxing has been a tenant at the property.”

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

The applicant noted in one discussion that the timing of the activities at Legacy Boxing is typically in the evenings, after most of the remaining uses in and around the industrial park are done for the day.

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

The applicant notes the use “will not adversely affect the logical, efficient and economical extension of public services and facilities throughout College Township.”

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

Signage is established in the directory sign for this section of the industrial park, pedestrians and users of the facility have sidewalk access from the parking lot in the front of the building into the building and as noted, they encourage users of the gym to utilize the front entrance.

F. *Coordinate efforts to improve infrastructure with College Township.*

Sidewalks exist at the signalized intersection of Decibel Road and College Avenue, which brings pedestrians to the entrance and parking area of the adjacent building, where the parking lots connect. If one wanted to walk from the mall area to Legacy Boxing, they would be able to in this manner. Pedestrian Facilities are lacking along the frontage of property where the use is occurring.

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

Council may want to discuss mitigation factors and rear entrance lighting with the applicant at the upcoming Public Hearing

**Recommendation / Council Action:** Council is not required to decide or act on the evening on April 2. Council should listen to the presentation, discuss additional, reasonable conditions and schedule another discussion at an upcoming Council meeting to make a final decision. The decision shall be made within 45 days of the closing of the Public Hearing.

**Attachments:**

Channel Communications, LLC Conditional Use Application

LAW OFFICES OF  
MILLER KISTLER & CAMPBELL

OB-1.a.  
COPY

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

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

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

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

ROBERT K. KISTLER  
(1925-2012)

January 6, 2026

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

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

Dear Mr. Brumbaugh:

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

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

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

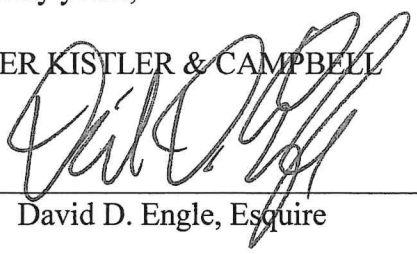
January 6, 2006  
Page 2

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

Very truly yours,

MILLER KISTLER & CAMPBELL

By: \_\_\_\_\_

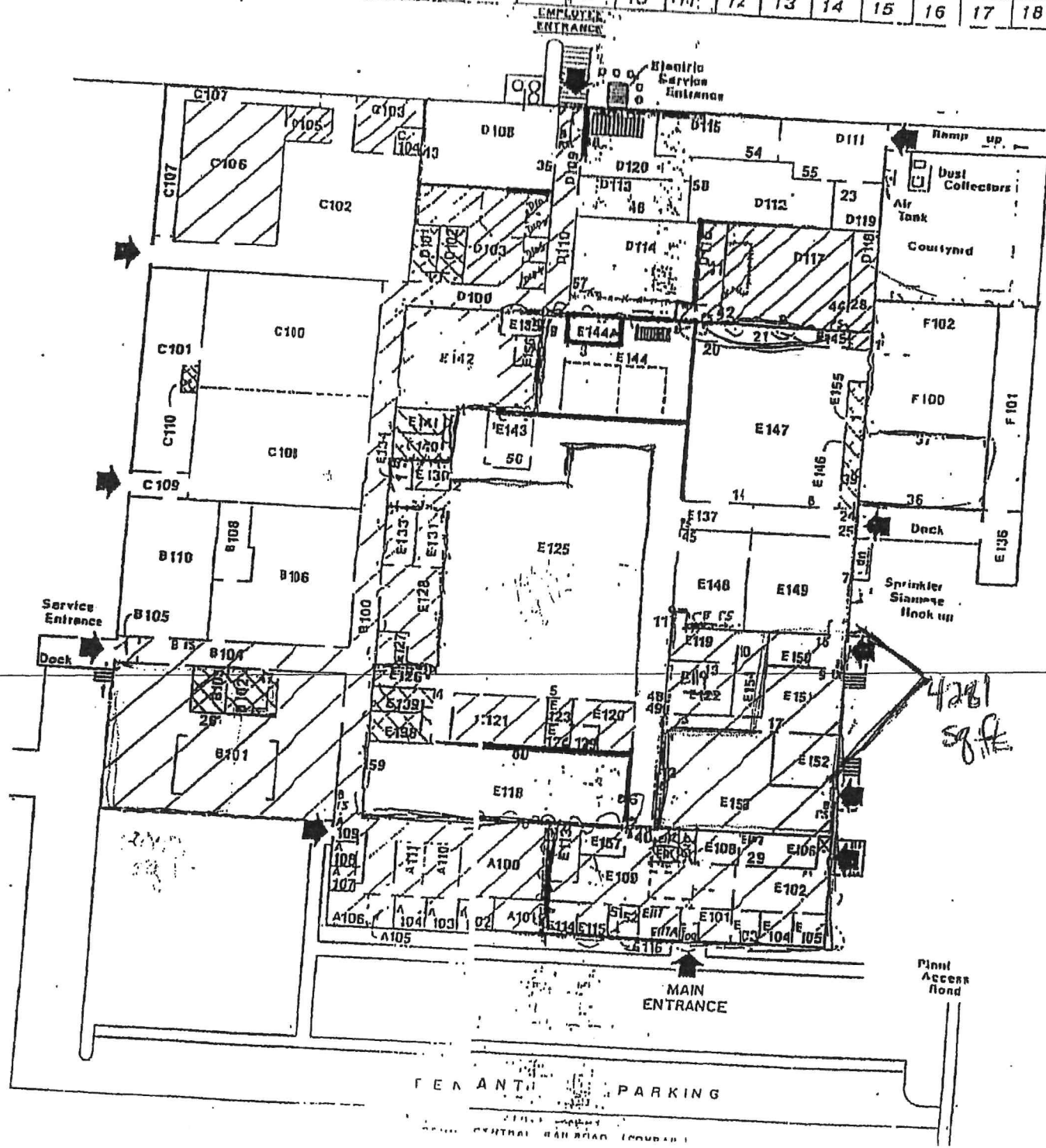
A handwritten signature in black ink, appearing to read "David D. Engle", is written over a horizontal line. The signature is stylized and cursive.

David D. Engle, Esquire

DDE/trh

Enclosures: (9 copies of Request Letter & Supporting Documents  
cc: Penny Hain (Request Letter Only)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
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**INDUSTRY & TECHNOLOGY CENTER**

**TRS TECHNOLOGIES, INC.**

**WHVL-TV, LLC**

**SUNDIRECTED, INC**

**BROADBAND NETWORKS, INC**

**SCORE**

**LEGACY BOXING COMBAT SPORTS ACADEMY**

**RADIANT LIFE MINISTRIES**

**CC4H**

**2820**





OB-1.a.



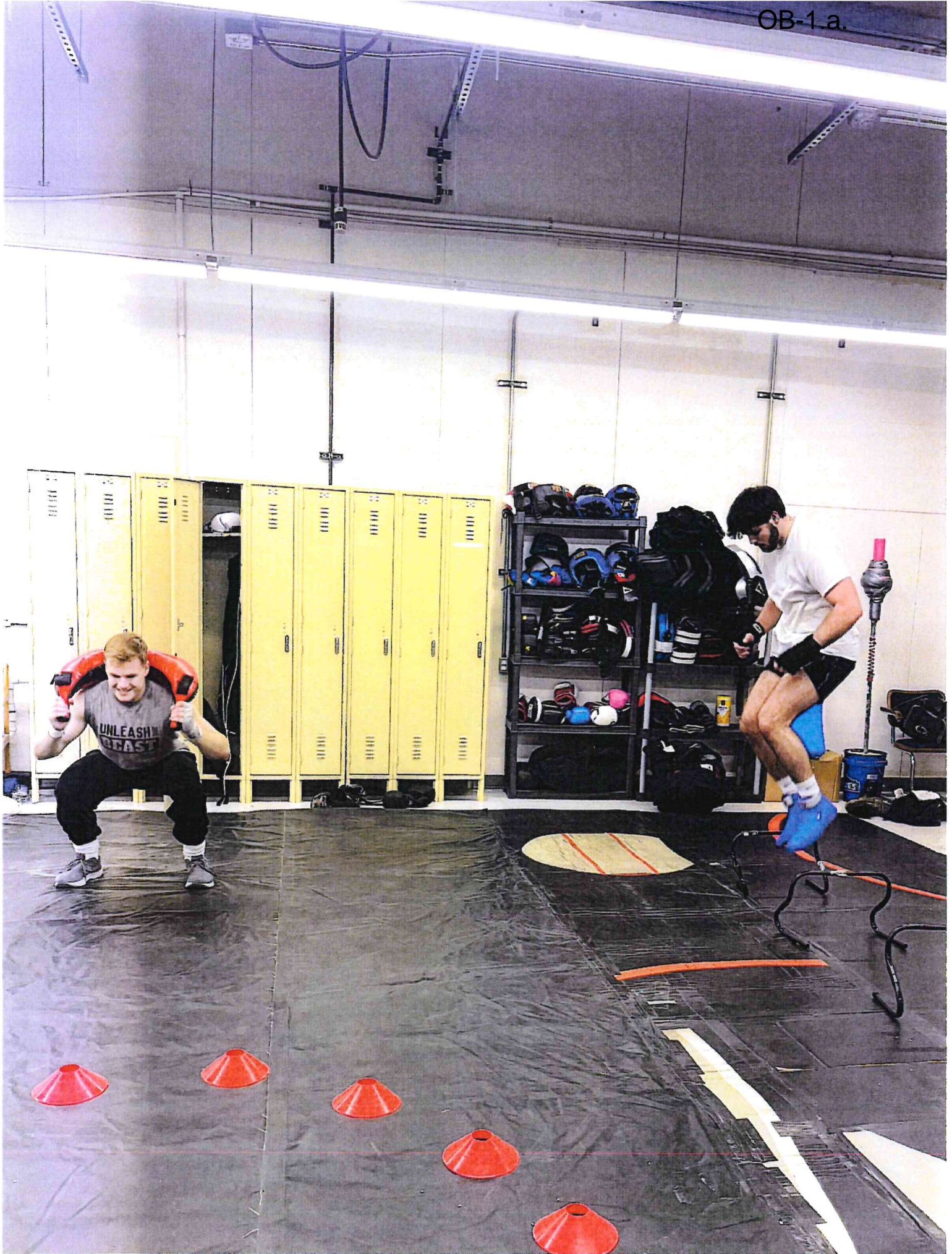


ALL AMERICAN  
NCBA  
Drewin Galan  
Preston  
April 13-14, 2025

ALL AMERICAN  
MIBA  
Sawyer Perry  
Preston  
April 13-14, 2025

NATIONAL COLLEGIATE BOXING UNION  
APRIL 13-14  
2025  
NATIONAL CHAMPIONSHIP









# COLLEGE TOWNSHIP

## MEMORANDUM

To: College Township Council  
 From: Lindsay K. Schoch, AICP | Principal Planner  
 Thru: Keri Kenepf, Community & Economic Development Director  
 RE: Sign Ordinance Update: Stadiums, Arenas, and Event Centers  
 Date: March 26, 2026

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### Introduction

At the March 5, 2026, Council meeting, staff presented materials and findings in response to Council's request to consult with an expert in illumination standards and lighting. Jonathan Walker, P.E., LC—a College Township resident and Lighting/Electrical Engineer at Penn State University—provided feedback based on his professional expertise and personal experience with outdoor lighting. His input does not represent an official position of Penn State University.

Mr. Walker outlined two potential approaches for the Township's consideration. The first (Approach A) focuses on updating sign regulations for Stadiums, Arenas, and Event Centers, particularly related to illumination and digital signage. Consistent with Council's direction, staff has incorporated this approach into the attached draft ordinance for review.

Council indicated a preference for a phased approach. Currently, Approach A will be advanced in response to Penn State's request. Approach B is based on the DarkSky Outdoor Lighting Illuminated Signage Supplement. It will be considered as part of a broader, near-future update to the Township's lighting and illumination standards within the Zoning Code.

### Past Discussions and Considerations:

This section provides a summary of topics discussed at prior meetings and presents options for Council's consideration. While staff were not directed to incorporate these items into the current draft ordinance, they are offered here to support further policy discussion and direction.

#### I. Height of Illuminated Signs.

##### Background:

The current ordinance limits freestanding signs to 15 feet in height and allows building-mounted signs up to the top of the building. Staff feel the 15-foot limit for freestanding signs is appropriate.

In alignment with *Light Principle 2 – Direct light only where it is needed*, additional consideration was given to limiting the height of building-mounted illuminated signage for large venues such as stadiums, arenas, and event centers.

**Consideration:**

Without defining a height limit, illuminated signage placed higher on buildings may contribute to unnecessary light spill and reduce effectiveness for ground-level viewers.

**Options for Consideration:**

- Establish a maximum height for building-mounted illuminated signage (e.g. 25 feet) when signage area is increased due to occupancy or seating bonuses.
  - Promotes human-scale signage
  - Directs visibility toward a ground-level audience
  - Reduces potential light spill into the night sky.

**Example Ordinance Language:**

“Illuminated signs related to stadiums, arenas, and event centers that are permitted to increase in total sign area due to occupancy shall not be placed on a building above 25 feet.”

**Council may also consider:**

- Illuminated or digital signs be oriented downward toward the intended audience, rather than upward or outward into the sky, further supporting Lighting Principle 2.

**2. Total Signage Cap****Background:**

The draft ordinance includes a 150% cap on total allowable signage for large-scale venues. While discussed, no final determination was made regarding whether this percentage is appropriate.

**Consideration:**

The intent of the cap is to:

- Allow increased signage proportional to building scale.
- Tie that increase to gross floor area and fixed seating capacity

The cap, at the current time, would only apply to the largest venues (Beaver Stadium).

**Example:**

- With 150% cap
  - Beaver Stadium - 2,100 sq. ft. of total signage
- Without Cap
  - Beaver Stadium - 3,000 sq. ft.

**Option for Consideration:**

- Maintain the 150% cap as proposed.
- Adjust the cap percentage (increase or decrease)
- Remove the cap, relying solely on floor area and seating-based limitations.

**3. The Five Lighting Principles for Responsible Outdoor Lighting.**

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.

**Overview of Ordinance Additions:**

Attached with this memo is the Draft Ordinance which sets forth the changes to the Signage Ordinance to accommodate Stadiums, Arenas, and Event Centers while incorporating the DarkSky recommendations made by Mr. Walker. Also attached is an updated request from Penn State University. The following is an overview of what the ordinance contains.

**1. Definitions – DarkSky 5 Principles, Event, and Nighttime Hours**

**DarkSky Five Lighting Principles for Responsible Outdoor Lighting:** (see above)

**Event:** For purposes of this Ordinance, an Event is defined as a main performance or athletic competition where the facility is occupied to a minimum of 5% of the maximum allowable occupancy of the facility. Pre-event and post-event festivities and clean up are not considered part of the event.

**Nighttime Hours:** For purposes of this Ordinance, Nighttime Hours are defined as the time between 10:00 PM and sunrise, or 7:00 AM (whichever comes earlier). For businesses and events with operating hours later than 10:00 PM, nighttime hours will begin one hour after closing.

**2. Differentiation Between Event and Non-Event Operations**

Where the stadium, arena, or event center contains a smaller occupancy group (e.g. shop, museum, restaurant, office) with normal business hours, the associated illuminated/digital signage larger than 20 square feet may only be illuminated while the associated business or activity is taking place, and must otherwise extinguish during *Nighttime Hours*.

## Next Steps & Process

To advance this draft ordinance amendment, the following steps have taken place and/or are recommended:

### ❖ Planning Commission ✓

- The Planning Commission reviewed the Remand from Council on August 19 and September 2, 2025, when they heard public comment from two members of the community. On October 7, 2025, the Planning Commission made a motion to Council to approve the changes to the Sign Ordinance.
  - The Planning Commission's unanimous motion included: add "and/or other live performance gatherings" to the definition of Stadium, and allowable signage may be increased 10% for each 5,000 persons not to exceed 150% of base sign allowance. These two recommendations were included in the draft ordinance.

### ❖ Centre Regional Planning Commission Review (CRPC)

- The proposed draft ordinance shall be submitted to the Centre Regional Planning Commission for review and recommendation, ensuring consistency with regional planning efforts and MPC requirements. Staff will request this topic be placed on May 7, CRPC Agenda.

### ❖ Public Hearing and Adoption

- After receiving the necessary recommendations and completing the public notice requirements, Council can hold a Public Hearing to consider the enactment of the ordinance amendment.

### ❖ Public Engagement Opportunities

- In addition to the required public notice and public hearing, staff wish to encourage more public engagement opportunities by including the draft code on our social media account to be transparent and to allow residents, stakeholders, and nearby property owners to provide feedback on the proposed changes.

If Council is comfortable moving forward, staff requests direction on what should be incorporated into the ordinance. Additionally, please indicate if Council would like to see the revised draft ordinance again before it is scheduled for public hearing.

### Potential Council Action:

I move to set a Public Hearing for June 18, 2026, and permit staff to move forward with advertising the Public Hearing, notifying the community via social media outlets, and sending the proposed draft materials to the proper entities for review and comment prior to the Public Hearing.

**Attachments:**

- March 12, 2026, Follow-up: Beaver Stadium Signage Discussion letter (Penn State University Government and Community Relations)
- Draft Ordinance to amend Chapter 170 Signage

ORDINANCE NO. O-26- --

AN ORDINANCE OF THE TOWNSHIP OF COLLEGE, CENTRE COUNTY, PENNSYLVANIA,  
AMENDING CHAPTER 170, SIGNS, TO INCLUDE REGULATIONS FOR STADIUMS, ARENAS,  
AND EVENT CENTERS.

**GERNERAL REFERENCES**

Numbering of Buildings – See Ch. 85  
Conditional Uses – See Ch. 87  
Official Map – See Ch. 133  
Ordinance Enforcement – See Ch. 136  
Planned Residential Development – See Ch. 145  
Solicitors and Temporary Businesses – See Ch. 171  
Subdivision and Land Development – See Ch. 180  
University Planned District – See Ch. 188  
Zoning – See Ch. 200  
Fees – See Ch. A203

~~Strikethrough~~ = deletion

***Bold Italics*** = addition

***WHEREAS, the Council of the Township of College remanded to the Planning Commission the topic of Signs; and***

***WHEREAS, the Township Planning Commission reviewed, commented, and recommended that Council move forward with the changes to the ordinance.***

***WHEREAS, the Centre Regional Planning Commission, on May 7, 2026....***

***WHEREAS, the Council of the Township of College has given due public notice of hearings of the proposed Ordinance and has held such public hearings.***

**SECTION 1 – AMEND 170-4 DEFINITIONS**

***Arena – A large facility designed for spectator events, including but not limited to sporting events, concerts, performances, exhibitions, and similar gatherings. Arenas may be fully enclosed or partially open-air and can include associated seating, concessions, restrooms, parking, and accessory uses. For purposes of this definition, the term Arena also includes Amphitheaters and other similar large-scale spectator venues, whether indoor or outdoor.***

***DarkSky Five Lighting Principles for Responsible Outdoor Lighting – 1. Use light only when it is needed; 2. Direct light only where it is needed; 3. Use the lowest light level necessary; 4. Control lighting duration; 5. Use warmer color temperatures when possible.***

***Event - For purposes of this Ordinance, an Event is defined as a main performance or athletic competition where the facility is occupied to a minimum of 5% of the maximum allowable occupancy of the facility. Pre-event and post-event festivities and clean up are not considered part of the event***

***Event Center – a public or privately owned structure or area used for the purposes of public performances, sporting events, private receptions or parties, or similar attractions that may generate heavy traffic. Entertainment facilities may include concert halls, stadiums, sports arenas, or racetracks.***

**Nighttime Hours:** For purposes of this Ordinance, Nighttime Hours are defined as the time between 10:00 PM and sunrise, or 7:00 AM (whichever comes earlier). For businesses and events with operating hours later than 10:00 PM, nighttime hours will begin one hour after closing.

**Stadium** – a large, usually roofless building with tiers of seats for spectators at sports events and/or other live performance gatherings.

## **SECTION 2 –AMEND 170-11 BUILDING SIGNS:**

**§170.11.C(1)(d): Stadiums, Arenas, Event Centers with occupancy exceeding 5,000 may gain additional sign area pursuant to the following:**

**[1] allowable signage may be increased by 10% for each 5,000-person occupancy not to exceed 150% of base sign allowance.**

**To ensure compliance with and attention to DarkSky’s Five Lighting Principles for Outdoor Lighting, the following regulations are set forth:**

**[2] to use light only when it is needed, illuminated/digital signs are limited to no more than the base allowance of permitted sign area.**

**[3] to control lighting duration, illuminated/digital signs may only be illuminated on the event day no earlier than sunrise and no later than 10:00 PM or one hour after the event ends.**

**[4] to control lighting duration, where the stadium, arena, or event center contains a smaller occupancy group such as a shop, museum, restaurant, office or the like, with normal business hours, the associated illuminated/digital signage larger than 20 square feet may only be illuminated while the associated business or activity is taking place, and must otherwise extinguish during Nighttime Hours, as defined herein.**

## **SECTION 3 AMEND 170-12 ELECTRONIC OR DIGITAL SIGNS:**

**§170.12.A(3)** The display or message of any electronic or digital sign shall not or shall not appear to scroll, flash, undulate, pulse or portray explosions, fireworks, flashes of light or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on or leaves the sign board. **Electronic or digital signs associated with Stadiums, Arenas, and Event Centers may be exempt from the above display time regulations in § 170-12A(1) if the display or message is facing a public street during a time that public street is closed to thru traffic for purposes related to the event.**

**§170.12.B** Location. Electronic or digital signs shall only be permitted in the Commercial, Industrial, and **University Planned District Zoning** Districts as defined by §200-8, Districts Established.

## **SECTION 4 SERVERABILITY**

If any sentence or clause, section, or part of this ordinance is found to be unconstitutional, illegal or invalid, such findings shall not affect or impair any of the remaining parts of this ordinance. It is hereby declared to be the intent that this ordinance would have been adopted had such part not been included.

## **SECTION 5 – EFFECTIVE DATE**

**ENACTED AND ORDAINED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by the College Township Council,

**ATTEST:**

**COLLEGE TOWNSHIP COUNCIL:**

---

Adam Brumbaugh, Secretary

---

Susan Trainor, Chair

DRAFT



**PennState**

Government and Community Relations  
The Pennsylvania State University  
117 Old Main  
University Park, PA 16802-1501

OB-2.b.

814-865-6563

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**March 12, 2026**

**Subject:** Follow-Up: Beaver Stadium Signage Discussion

Dear Members of Council,

Thank you for your continued and thoughtful review of College Township's signage ordinance under Chapter 170. Penn State values its longstanding partnership with the Township and appreciates Council's willingness to consider the unique operational needs of major venues in our community. As Council continues its review, I wanted to provide important context on the proposed cap for designated venues.

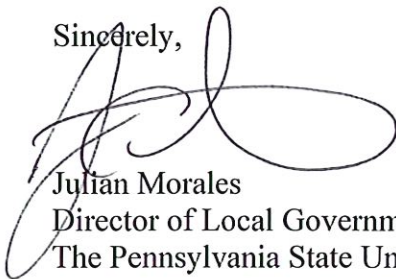
As outlined in my previous correspondence, **we respectfully request that Council reconsider the proposal to limit increases in signage to 10% per 5,000-person occupancy, capped at 150% of the base sign allowance.** This proposed cap would effectively treat Beaver Stadium as a 75,000-seat venue despite its capacity of approximately 106,000. **Without the proposed cap, Beaver Stadium would qualify for slightly less than 3,000 square feet under the existing formula.** Removing the proposed cap would apply the ordinance's underlying formula more consistently while still supporting the Township's goals of clear and responsible signage standards.

The University's current plan for Beaver Stadium includes **approximately 2,600 SF of signage upon project completion**, excluding navigational signage.

We appreciate the Council's thoughtful approach to this review. We remain committed to working collaboratively to ensure the final framework reflects both community interests and the operational realities of a venue that the entire region relies upon.

Thank you again for your consideration and for the strong partnership Penn State shares with College Township.

Sincerely,



Julian Morales  
Director of Local Government and Community Relations  
The Pennsylvania State University



## MEMORANDUM

**To:** College Township Council

**From:** Adam Brumbaugh, Township Manager

**Re:** *College Township Participation in Shiloh Road Partnership Agreement*

**Date:** 03/13/2026

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As you are aware College Township staff has been working for months with Delta Development on a complicated Shiloh Road Corridor Partnership involving College and Benner Townships; Ferris Land Development, LP (in Benner Twp); PA State College Crew 814, LLC (College Twp.); and Maxwell Companies (College Twp.) to complete all transportation improvements for Shiloh Road based on maximum anticipated vehicle trips of each of these private future land development activities.

Critical to this project is PennDOT's willingness to change its standard model of developer responsibility for transportation improvements. Thanks to Delta Development's efforts, PennDOT is supportive of this Corridor Partnership approach and PennDOT has agreed to participate in funding 30% of the anticipated trips that have been assigned to PennDOT and not to a developer.

The attached documents constitute the Agreement between all parties and a series of attachments providing detail about the project. Ferris has hired Delta Development and is paying them for their services which includes all upfront costs of the work Delta Development has been doing and will continue to do on all grant administration. College Township is going to collect all developer contributions and grant funds associated with the project in escrow and manage all the financial elements associated with the project. College Township will also be responsible for bidding the actual project - or phases of the project - and for managing and overseeing the construction process, i.e. construction inspection, etc.

Because some 48% of improvements will occur in Benner Township along Shiloh Road, Benner Township and College Township will need to execute an Intergovernmental Cooperation Agreement that allows College Township to act in the interests of Benner Township in the administration of this project.

College Township Council is being asked to review and approve the Agreement attached to this memo. Council should note that that Township Solicitor, Louis Glantz, has reviewed the Agreement and attachments and these same items have been shared with the College Township Auditor, Joe Fedeli. Mr. Glantz's comments are likewise attached to this memo as is the DRAFT Intergovernmental Cooperation Agreement with Benner Township.

Council should review and discuss the Agreement and consider the following motion:

***“College Township Council approves the Shiloh Road Partnership Agreement and authorizes the Township Manager to execute same.”***

Additionally, a second motion should be considered:

***“College Township Council approves of the DRAFT Intergovernmental Cooperation Agreement with Benner Township and authorizes the Council Chair to execute same, pending the approval of the Benner Township Board of Supervisors.”***

*End of memo*

**SHILOH CORRIDOR TRANSPORTATION AGREEMENT**

This Transportation Agreement is made and entered into this 30th day of March 2026,

**By and AMONG**

The Pennsylvania Department of Transportation (PennDOT),

**and**

College Township, Centre County, Pennsylvania (hereinafter referred to as “College Township”), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania;

**and**

Benner Township, Centre County, Pennsylvania (hereinafter referred to as “Benner Township”), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania;

**and**

Ferris Land Development, LP; Maxwell Companies; and PA State College Crew 814 LLC; (collectively referred to as the “Private Partners,” and individually as a “Private Partner”), private development entities with ownership or control of properties adjacent to the Shiloh Road corridor in College Township and Benner Township.

WHEREAS, PennDOT, College Township, Benner Township, and the Private Partners are hereinafter collectively referred to as the “Parties” and individually as a “Party;” and

**WITNESSETH THAT**

WHEREAS, the Private Partners, in coordination with PennDOT, College Township, and Benner Township seek to advance the design and construction of transportation improvements along Shiloh Road in Centre County to enhance safety, capacity, and access for current and future development (the “Project”); and

WHEREAS, the improvements will support development proposed by the Private Partners; and

WHEREAS, the Project will consist of, but not be limited to, the following components:

**Shiloh Road and Spring Valley Road**

1. New left turn lane from Shiloh Road onto adjacent property (250 feet storage)
2. New right turn lane from Shiloh Road onto Spring Valley Road
3. New left turn lane from Spring Valley Road onto Shiloh Road (325 feet storage)

4. New right turn lane from Spring Valley Road onto Shiloh Road (200 feet storage)
5. New left turn lane from Shiloh Road onto Spring Valley Road (275 feet storage)
6. New right turn lane from Shiloh Road onto adjacent property (175 feet storage)
7. New traffic signal at the intersection of Shiloh Road and Spring Valley Road
8. New westbound approach (100 ft storage) for right and left turn lanes from adjacent property onto Shiloh Road
9. Infrastructure improvements as illustrated on Attachment 1 of this Transportation Agreement

The future improvements required for the tracts along Shiloh Road will not be advanced until the property owner has an approved development plan and the corridor improvement assessments are reimbursed to the contributing partners.

#### **Shiloh Road and PA State College Crew 814 LLC Site Access**

1. New right-turn lane from Shiloh Road onto PA State College Crew 814 LLC Property (225 feet storage).
2. New eastbound approach for right turn lane from PA State College Crew 814 LLC Property onto Shiloh Road (100 feet storage).
3. New left turn lane from Shiloh Road onto PA State College Crew 814 LLC Property (175 feet storage).
4. New traffic signal at the intersection of Shiloh Road and the future PA State College Crew 814 LLC Property access road.
5. Infrastructure improvements as illustrated on Attachment 2 of this Transportation Agreement.

#### **Shiloh Road and Trout Road**

1. New left turn lane from Shiloh Road onto East Trout Road (250 feet storage).
2. New right turn lane from Shiloh Road onto Trout Road (225 feet storage).
3. New traffic signal at the intersection of Shiloh Road and Trout Road.
4. New right turn lane from Shiloh Road onto East Trout Road (165 feet storage).
5. New left turn lane from Shiloh Road onto Trout Road (90 feet storage).
6. Modified access point from Shiloh Road onto East Trout Road.
7. Infrastructure improvements as illustrated on Attachment 3 of this Transportation Agreement

WHEREAS, Attachment 4 of this Transportation Agreement outlines the specific improvements for which each Private Partner is responsible, including design, permitting, and funding commitments, and will serve as the basis for defining cost participation and contributions among the Parties; and

WHEREAS, Ferris Land Development, LP, with the cooperation of PennDOT, College Township, Benner Township, and the Private Partners, intends to pursue public funding opportunities to advance the transportation improvements; and

WHEREAS, the Private Partners desire to define their respective responsibilities for funding, permitting, design, and implementation of the Project; and

WHEREAS, the Parties acknowledge and accept responsibilities to meet the terms and conditions imposed upon College Township and Benner Township by all awarding agencies in the same manner as if they were the recipient of the grant.

NOW, THEREFORE, and in consideration of the foregoing premises and the mutual promises hereinafter set forth, the Parties hereto agree, with the intention of being legally bound:

I. DUTIES OF COLLEGE TOWNSHIP

- A. College Township agrees to be the applicant for public funding programs where a public applicant is required. As the applicant, College Township will employ its best efforts to secure state funding for the improvements. College Township makes no representation or warranty that any such funding will be awarded. College Township shall provide the Private Partners with written notice of any proposed funding application no fewer than 30 days prior to submission; the notice shall identify the funding sources, scope of eligible improvements, and all required matching funds. College Township shall have no responsibility to apply for any loan unless the Private Partners have provided a means of repayment of the loan acceptable to College Township.
- B. College Township agrees to provide the full amount of all funding awards for eligible Project activities to the Private Partners if the Private Partners have paid for such activities and conditioned upon receipt of funds from the awarding agencies and the Private Partners' compliance with all program regulatory and contract conditions.
- C. Ferris Land Development, LP shall provide College Township with a complete set of bid documents, including bid proposal forms, and plans and specifications prepared in accordance with PennDOT standards, as well as all special conditions and requirements mandated by the Commonwealth and each applicable funding agency. College Township shall agree to competitively seek bids for the construction of the Project, in accordance with all awarding agency requirements. All contracts shall contain all clauses required by any awarding agency including, but not limited to, non-discrimination clauses.
- D. College Township shall agree to contract for engineering services to inspect and supervise adequately all construction work in accordance with approved plans and specifications. College Township acknowledges that Shiloh Road is a state road in both College Township and Benner Township; and any improvements along Shiloh Road shall be inspected and approved by the College Township Engineer and Benner Township's Engineer.
- E. Ferris Land Development, LP shall be responsible for all grant administration. College Township shall provide copies of all paid invoices and documentation demonstrating proof of payment to Ferris Land Development, LP, which shall then submit the required materials to each funding agency and private partner for reimbursement.

- F. College Township affirms that it shall abide by the terms of all funding programs, and/or direction and requirements of all awarding entities.
- G. College Township hereby acknowledges that any failure on its part, intentional or unintentional, to fulfill any and all terms of all funding agreements by and between College Township and all awarding entities may subject College Township to forfeiture and/or repayment of all state funds.
- H. College Township does hereby acknowledge that it shall construct all improvements in accordance with the funding requirements and shall abide by all compliance requirements with respect to competitive bidding and payment of prevailing wages.
- I. College Township shall inform Benner Township, and the Private Partners of the status of the Project on a quarterly basis; information to include amount of work completed, amount of work remaining to be performed, costs incurred, and amendments to construction schedule.
- J. College Township will work with the Private Partners to secure right-of-way for the proposed improvements. College Township will communicate with property owners to facilitate acquisition of required acreage.
- K. College Township agrees to own, operate and maintain traffic signal improvements unless PennDOT requires Benner Township to own, operate and maintain such signals due to the jurisdictional location of such signals. To the extent required by the Pennsylvania Department of Transportation, College Township agrees to be the applicant for permits relating to traffic signals.
- L. College Township acknowledges corridor contributions provided by Ferris of \$267,280 and Maxwell of \$150,000. Future development plans on tracts in the corridor will not be approved without the proper reimbursement of these contributions.

## II. DUTIES OF BENNER TOWNSHIP

- A. Benner Township acknowledges that College Township shall serve as the administrative agency for the Project, including contracting, bidding, permitting coordination, invoicing, and communication with awarding agencies. Benner Township shall not be responsible for administering any funding programs unless otherwise agreed in writing.
- B. Benner Township acknowledges that Ferris Land Development, LP shall provide College Township with a complete set of bid documents, including bid proposal forms, and plans and specifications prepared in accordance with PennDOT standards, as well as all special conditions and requirements mandated by the Commonwealth and each applicable funding agency.
- C. Benner Township acknowledges that Ferris Land Development, LP shall be responsible for all grant administration. Benner Township also acknowledges that College Township shall provide copies of all paid invoices and documentation demonstrating proof of payment to Ferris Land Development, LP, which shall then submit the required materials to each funding agency and private partner for reimbursement

- D. College Township shall provide Benner Township with periodic updates regarding the status of the Project, including but not limited to:
1. Design progress;
  2. Permitting milestones;
  3. Funding applications and awards;
  4. Bid results;
  5. Construction schedule; and
  6. Project cost updates.
  7. Updates shall be provided at key milestones and at least once per quarter during active phases of design and construction.
- E. Upon receipt of any Project-related notice, request for comment, or Project update requiring review, Benner Township shall have **ten (10) business days** to respond in writing unless a shorter response period is required by an awarding agency, PennDOT, or contractual deadline. If Benner Township does not respond within the applicable timeframe, the matter shall be deemed accepted without objection.
- F. To the extent any required right-of-way, easements, or temporary construction access are located within Benner Township, Benner Township agrees to coordinate with College Township and the Private Partners to obtain such rights. College Township shall serve as the primary point of contact for property owners unless Benner Township elects to participate directly in such communications.
- G. If any improvements or traffic control elements fall within Benner Township's municipal boundaries, Benner Township agrees to cooperate with College Township and PennDOT to secure all required permits, approvals, and resolutions, including but not limited to traffic signal permits, maintenance agreements, or municipal concurrence forms.
- H. Benner Township shall not be required to provide funding for the Project unless specifically agreed to in a separate written agreement or resolution approved by its Board of Supervisors.
- I. Nothing in this Transportation Agreement shall obligate Benner Township to assume liability for administrative failures, funding program compliance, or Project execution responsibilities assigned to College Township or the Private Partners.
- J. Benner Township acknowledges corridor contributions provided by Ferris of \$267,280 and Maxwell of \$150,000. Future development plans on tracts in the corridor will not be approved without the proper reimbursement of these contributions.

### III. DUTIES OF PENNDOT

- A. Provide technical review, access permitting, and construction oversight in accordance with PennDOT standards, policies, and procedures.

- B. Process and issue all required Highway Occupancy Permits (HOPs) and review and approval of all traffic signal submissions.
- C. Coordinate inspection, acceptance, and provide acceptance and final approval of all improvements within the state right-of-way.
- D. Maintain full authority over design standards, material specifications, and traffic control operations to ensure compliance with Commonwealth requirements.
- E. Issue and execute the Grant Agreement for all PennDOT administered funds allocated to the Project.

#### IV. DUTIES OF THE PRIVATE PARTNERS

- A. Ferris Land Development, LP, will ensure the successful execution of the Project by either engaging qualified professional consultants or performing certain services in-house. Specifically:
  - 1. Traffic Engineering Studies Site Assessments. These studies will be conducted by a licensed professional engineering firm to analyze traffic patterns, assess infrastructure needs, proposed site development plans, and ensure compliance with local and state transportation standards.
  - 2. Public Funding Strategy Development. A professional economic development consultant will be retained to identify, evaluate, and structure potential public funding sources that align with project goals.
  - 3. Project Management. Ferris Land Development, LP will oversee day-to-day Project coordination, ensuring milestones are met, budgets are adhered to, and all stakeholders remain informed throughout the Project lifecycle.
  - 4. Grant Administration and Drawdown. A professional economic development consultant will manage grant processes, including application submission, compliance monitoring, and timely drawdown of funds.
  - 5. TIF and Economic Impact Study Development. A professional economic development consultant will conduct a Transportation Infrastructure Investment Funding analysis and a comprehensive economic impact study to quantify the Project's benefits to the community and local economy.
  - 6. Final design, permitting, and environmental review. A professional engineering consultant will be retained to prepare final design to include environmental review, plans and specifications, and all bidding contract documents.
  - 7. Legal services to review all contract documents and grant agreements.
- B. Edward G. Maxwell has assisted, and shall continue to assist, with preconstruction activities by retaining and coordinating with a qualified engineering firm to prepare and complete traffic engineering studies and assessments as required. Costs related to the engineering fees shall be submitted to College Township and shall be credited towards the required deposit into the escrow account.

- C. By execution of this Transportation Agreement, the Private Partners do hereby acknowledge the regulations and special conditions associated with each funding program.
- D. The Private Partners hereby agree and affirm, that at their own expense, without reimbursement from or contribution by College Township and Benner Township, the Private Partners will undertake all preconstruction activities for the Project described in this Agreement, consisting of preliminary engineering, environmental studies, final design, and Project management in accordance with applicable written policies, procedures, specifications and criteria of state and local government as outlined in Attachment 5.
- E. The Private Partners will obtain all permits and approvals from all governmental agencies as may be required to construct the Project.
- F. The Private Partners shall be responsible for preparation of all final plans, specifications and bid documents necessary to obtain competitive bids for the Project. All work shall be in conformance with applicable local, state, and federal laws.
- G. The Private Partners agree to provide the funding to meet the local match requirements of the respective funding applications and are responsible for payment of any costs over and above the secured grants. Further, the Private Partners agree to fund costs associated with the administration and completion of infrastructure improvements.
- H. The respective financial obligations of the Private Partners are based on the traffic counts provided in Attachment 6 of this Agreement.

**Corridor Development Partnership Trip Allocations and Assessments**

Corridor Trip Contributions– 15% without PennDOT 21% – 6,436 Trips (\$267,280 – Ferris)  
Improvement – \$150,000 (Maxwell – \$150,000)

Ferris Land Development, LP– 27% without PennDOT 39% – 11,984 Trip  
Improvement – \$375,000

Maxwell – 12% without PennDOT 18% – 5,462 Trips  
Improvement – \$100,000

PA State College Crew 814, LLC – 16% without PennDOT 22% – 6,942 Trips  
Improvement – \$150,000

**Total Private Developer Contributions – 35%**

- I. The costs for the proposed improvements are illustrated in Attachment 4 of this Agreement. The Private Partners will be responsible for the budget improvements not provided by the funding programs or PennDOT.

V. SUPERMAJORITY MATTERS

- A. Each Private Partner shall have a voting interest based on the number of trips and corridor assessments. The voting interest for each Private Partner is as follows:
  - 1. Ferris Land Development , LP – 48% – Corridor Contribution - \$267,280
  - 2. Maxwell Companies – 28% - Corridor Contribution – \$150,000

3. PA State College Crew 814, LLC – 24%
- B. The following actions shall require approval of the Private Partners holding at least sixty-seven percent (67%) of the total Voting Interests (“Supermajority Approval”):
1. Any material amendment to the scope, design standards, alignment, or configuration of Transportation Improvements
  2. Any amendment that increases the total estimated Project costs by more than fifteen percent (15%) above the most recently approved budget.
  3. Any modification to cost allocation methodology (including changes to acreage, trip generation assumptions, unit counts, or other allocation metrics).
  4. Any amendment that materially reallocates financial responsibility among the Private Partners.
  5. Modification of previously identified transportation improvements that would delay the land development for any Private Partner
  6. Imposition of interim or temporary improvements not previously budgeted.

VI. ESCROW ACCOUNT AND PAYMENT PROCEDURES

A. **Establishment of Escrow Account**

College Township shall establish a dedicated, interest-bearing escrow account (“Project Escrow Account”) for the purpose of receiving and disbursing Private Partner contributions outlined in Attachment 4. College Township shall ensure that all such funds remain segregated and shall not commingle these funds with Township general funds or with any public funds received for the Project.

B. **Initial Deposits by Private Partners – Project Pre-Construction Activities**

1. Within 60 days of the full execution of this Transportation Agreement, College Township shall issue invoices to each Private Partner for its full financial contribution toward pre-construction activities and professional services, including Project management, grant compliance, and reimbursement administration as outlined in Attachment 5. The total cost for these activities is \$1,285,000. Each invoice shall be calculated in accordance with the Private Partner’s trip allocation set forth in Attachment 4 of this Agreement. The Private Partners shall be invoiced as follows:

a) Ferris Land Development, LP:	\$498,580
Corridor Contribution –	<u>\$267,280</u>
<b>Total</b>	<b>\$765,860</b>
b) PA State College Crew 814 LLC:	\$289,125
c) Maxwell Land Development:	\$227,445

2. College Township shall not submit any requests for funding until all required deposits from each Private Partner have been received in full.

3. As long as this Transportation Agreement remains in for, College Township and Benner Township may accept and review land development plans; however, neither College Township, nor Benner Township, shall formally approve any land development plans affecting land within the Project area until all required deposits attributable to each executing Private Partner have been received in full. In the event that one or more Private Partners do not execute this Transportation Agreement, this Agreement shall be automatically modified to exclude all transportation improvements, cost obligations, and deposit requirements that are directly attributable to the non-executing Private Partner(s). The Private Partners, for themselves and their respective heirs, successors and assigns, waive all time limitation requirements that may be contained in any statute or ordinance applicable to land development matters.

#### **C. Deposits for Construction Activities**

1. Within 30 days of the Township's notification that all state funds have been awarded for the construction of the Project, College Township shall issue invoices to each Private Partner for its respective financial contribution toward all construction activities as outlined in Attachments 1, 2, and 3. Based on anticipated state funding of \$3,795,000, the Private Partners shall be invoiced as follows:
  - a) Ferris Land Development, LP: \$375,000
  - b) PA State College Crew 814 LLC: \$150,000
  - c) Maxwell Companies: \$250,000 (in addition to the transportation services described in Section IV (B) aforesaid). (Maxwell Improvements: \$100,000 and Corridor Improvements: \$150,000.)
2. College Township shall not issue any bid advertisements, award contracts, or otherwise initiate construction activities until all required deposits from each Private Partner have been received in full.
3. Failure of any Private Partner to provide its required contribution shall constitute a material breach of this Agreement and this agreement will no longer be in force.

#### **D. Use of Escrow Funds**

Funds deposited into the Project Escrow Account shall be used exclusively to:

1. Reimburse the Private Partners for eligible costs outlined in Attachment 4 of this Agreement.
2. Pay for construction activities as outlined in Attachment 4 of this Agreement.

#### **E. Reimbursement Request Process for Pre-Construction Activities, Project Management and Grant Compliance/Reimbursement.**

A Private Partner seeking reimbursement for eligible expenditures outlined in Attachment 4 shall submit to College Township:

1. A written reimbursement request;

2. Supporting invoices;
3. Proof of payment; and
4. Any additional documentation required by College Township
  - a) College Township shall review the request for compliance with this Agreement; incomplete requests shall not be considered for reimbursement.
  - b) If reimbursement requests are deemed to be incomplete, College Township shall notify the requesting Private Partner within ten (10) business days of the deficiencies.
  - c) The requesting Private Partner shall have fifteen (15) business days from receipt of such notice to cure the identified deficiencies by submitting the required information or documentation. Failure to cure within such period shall render the reimbursement request denied without prejudice to resubmission.
  - d) Upon approval, College Township shall release funds from the Project Escrow Account within thirty (30) days.
  - e) In the event of a dispute regarding the eligibility, amount, or sufficiency of any reimbursement request, College Township shall provide written notice describing the basis of the dispute. The undisputed portion, if any, shall be processed and paid. The disputed portion shall be held in abeyance during a fifteen (15) business day cure period following such notice, during which time the Private Partner may submit supplemental information.

#### **F. Interest on Escrowed Funds**

Interest earned on the Project Escrow Account shall remain in the account and be used solely for Project-related costs. Any excess interest remaining upon Project close-out shall be distributed to the Private Partners on a pro-rata basis.

#### **G. Final Close-Out of the Escrow Account**

Within ninety (90) days following final inspection and acceptance of the Transportation Improvements, final payment of all approved Project expenses, receipt of all grant funds and close-out of all funding programs, College Township shall provide the Private Partners with a final accounting of all deposits, expenses, and disbursements. Any remaining funds in the Project Escrow Account after such accounting shall be returned to the Private Partners on a pro-rata basis, in proportion to their respective contributions.

### **VII. INDEMNIFICATION**

The Private Partners shall indemnify, save harmless, and defend College Township and Benner Township, its elected and appointed officials, and employees from all suits, actions, or claims of any character, name, or description, brought for or on account of any injuries to or damages received or sustained by any person, persons, or property, by it or from the Private Partners, their contractors, employees, or agents, by or on account of any act, omission, neglect, or misconduct, by themselves, their contractors, employees, or agents, during the performance of this Transportation Agreement

or thereafter, or to any other cause whatsoever, except that the Private Partners shall have no obligation to indemnify College Township and Benner Township or its officials for legal fees or judgments incurred as a result of any suits, actions or claims brought by Township residents or non-profit political or community organizations opposing the Project, or any suits, actions or claims brought by the individual persons or entities opposing College Township's or Benner Township's involvement in the Project or seeking damages as a result of the Townships' involvement in the Project. College Township and Benner Township shall have no obligation to indemnify the Private Partners for any costs or judgments as a result of any action brought against the Private Partners relating to the Project. Should any claim be brought against College Township or Benner Township, which is excluded from the obligation of the Private Partners to indemnify College Township or Benner Township, the Private Partners agree that College Township or Benner Township may terminate this Transportation Agreement.

#### VIII. RECORDS

The Private Partners shall maintain separate records of accounts for all of their performances under this Transportation Agreement. Further, the Private Partners shall retain all records for a period of not less than three (3) years from activity audit and closeout.

#### IX. NONDISCRIMINATION

No person may be excluded from participation in, denied benefits from, or otherwise discriminated against on the basis of race, creed, color, national origin, religion, sex, handicap, age, or familial status.

#### X. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Transportation Agreement, the Private Partners agree to the following:

- A. The Private Partners shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Private Partners shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Private Partners agree to post in conspicuous places available to all employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.
- B. The Private Partners shall, in all solicitations or advertisements for employees placed by or on behalf of the Private Partners, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or familial status.
- C. The Private Partners shall send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

D. The Private Partners shall furnish all information and reports required by College Township and will permit access to all books, records, and accounts by College Township or an awarding entity for the purposes of investigation to ascertain compliance with the requirements set forth in this clause.

XI. TERMINATION FOR BREACH OF AGREEMENT

If College Township, Benner Township, or any party substantially fails to perform a material promise herein, which failure is not cured within ten (10) days after receiving written notice of the failure, the non-breaching parties to this Transportation Agreement may declare this Transportation Agreement terminated by unanimous consent and such non-breaching parties shall be availed all remedies provided by law. If the Transportation Agreement is terminated, College Township shall provide the Private Partners with an accounting of all deposits, expenses, and disbursements. Any remaining funds in the Project Escrow Account after such accounting shall be returned to the Private Partners on a pro-rata basis, in proportion to their respective contributions.

XII. NOTICES

All notices, requests, consents, approvals, or other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent via a nationally recognized overnight courier, to the addresses set forth below (or to such other address as a Party may designate by written notice in accordance with this Section):

If to College Township

Adam Brumbaugh, Township Manager  
1481 E College Avenue,  
State College, PA 16801

If to Benner Township:

Randy Moyer, Supervisor  
1224 Buffalo Run Road  
Bellefonte, PA 16823

If to Private Partners:

Ferris Land Development, L.P.  
Rolen E. Ferris  
6 Penns Way Road  
Mechanicsburg, PA 17050

Maxwell Companies  
Edward G. Maxwell  
1705 East Trout Road  
State College, PA 16801

PA State College Crew 814 LLC  
Paul Burkentine  
Burkentine Real Estate Group  
1454 Baltimore Street, Suite A  
Hanover, PA 17331

### XIII. MISCELLANEOUS

- A. Any amendments, deletions, additions, substitutions, or cancellations of this Transportation Agreement shall be in writing and signed by all Parties.
- B. In carrying out this Transportation Agreement, all Parties agree to comply with all federal, state, local laws, regulations, and executive orders.
- C. This Transportation Agreement may not be assigned in whole or in part without the prior written consent of the other Parties.
- D. An audit of the grant programs may be required by the awarding entities; and the Parties hereto agree to allow duly authorized examiners full access to and the right to examine any pertinent books, papers, documents, and records within their custody or control, for this or any other audits or reviews. If College Township receives a request from any awarding agency for records, the Private Partners shall cooperate with College Township to fulfill such request. If College Township receives a request for documents under the Pennsylvania Right to Know Law ("RTKL"), the Private Partners shall provide documents which the RTKL requires College Township to provide. This paragraph shall not prevent the Private Partners from asserting any rights under the RTKL if the Private Partners do not believe that a requested document is subject to the RTKL.
- E. The invalidity of any one or more of the phrases, clauses, sentences, or paragraphs contained in this Transportation Agreement shall not affect the remaining portions of this Transportation Agreement.

### XIV. NO DELEGATION OF GOVERNMENTAL POWERS TO PRIVATE PARTNERS

Nothing in this agreement delegates to the Private Partners any governmental powers, including, without limitation, the power of eminent domain. Any exercise of any governmental power shall be taken by College Township or Benner Township for the benefit of the Project and at the sole and absolute discretion of College Township and Benner Township.

### XV. NO WAIVER

The Parties may elect not to enforce their rights and remedies under this Transportation Agreement in the event of a breach by another Party of any term or condition of this Transportation Agreement. In any event, the failure by any Party to enforce their rights and remedies under this Transportation Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Transportation Agreement.

### XVI. SEVERABILITY

The provisions of this Transportation Agreement shall be severable. If any phrase, clause, sentence or provision of this Transportation Agreement is declared to be contrary to the Constitution of

Pennsylvania or of the United States or of the laws of the Commonwealth and the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Transportation Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

XVII. SUCCESSORS AND ASSIGNS

All covenants and obligations of the Parties under this Transportation Agreement shall inure to and bind their successors and assigns, whether or not expressly assumed by such successors and assigns.

XVIII. FORCE MAJEURE

None of the Parties shall be liable for failure to perform under this Transportation Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming Party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the Party failing to perform immediately notifies the other Parties of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming Party.

XVIII. TITLES NOT CONTROLLING

Titles of paragraphs are for reference only, and shall not be used to construe the language in this Transportation Agreement.

XIX. EFFECTIVE DATE OF AGREEMENT

This Transportation Agreement and the authorizations granted in it shall be effective only after full execution and approval by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Transportation Agreement the day and year indicated below.

**ATTEST:**

\_\_\_\_\_  
Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name: \_\_\_\_\_

**COLLEGE TOWNSHIP**

By: \_\_\_\_\_  
Name: Adam T. Brumbaugh  
Title: Township Manager  
Date: \_\_\_\_\_

**BENNER TOWNSHIP**

By: \_\_\_\_\_  
Name: Randy Moyer  
Title: Supervisor  
Date: \_\_\_\_\_

**PENNDOT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FERRIS LAND DEVELOPMENT, LP.**

By: \_\_\_\_\_  
Name: Rolen E. Ferris  
Title: President/CEO  
Date: \_\_\_\_\_

**PA STATE COLLEGE CREW 814 LLC**

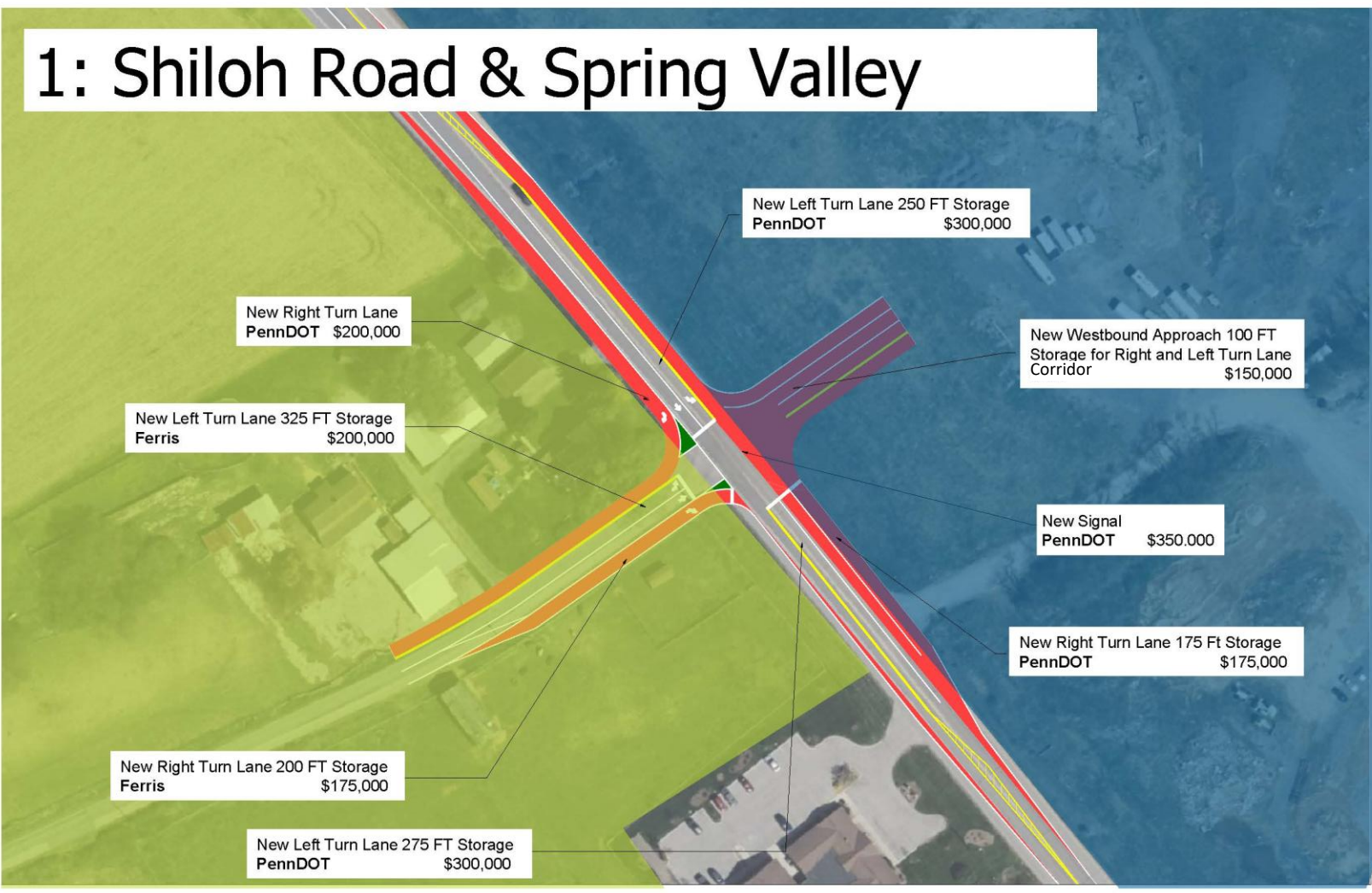
By: \_\_\_\_\_  
Name: Paul Burkentine  
Title: President  
Date: \_\_\_\_\_

**MAXWELL COMPANIES**

By: \_\_\_\_\_  
Name: Edward Maxwell  
Title: President & CEO  
Date: \_\_\_\_\_

ATTACHMENT 1

# 1: Shiloh Road & Spring Valley



PennDOT: \$1,325,000  
 Ferris: \$375,000  
 Maxwell: \$150,000

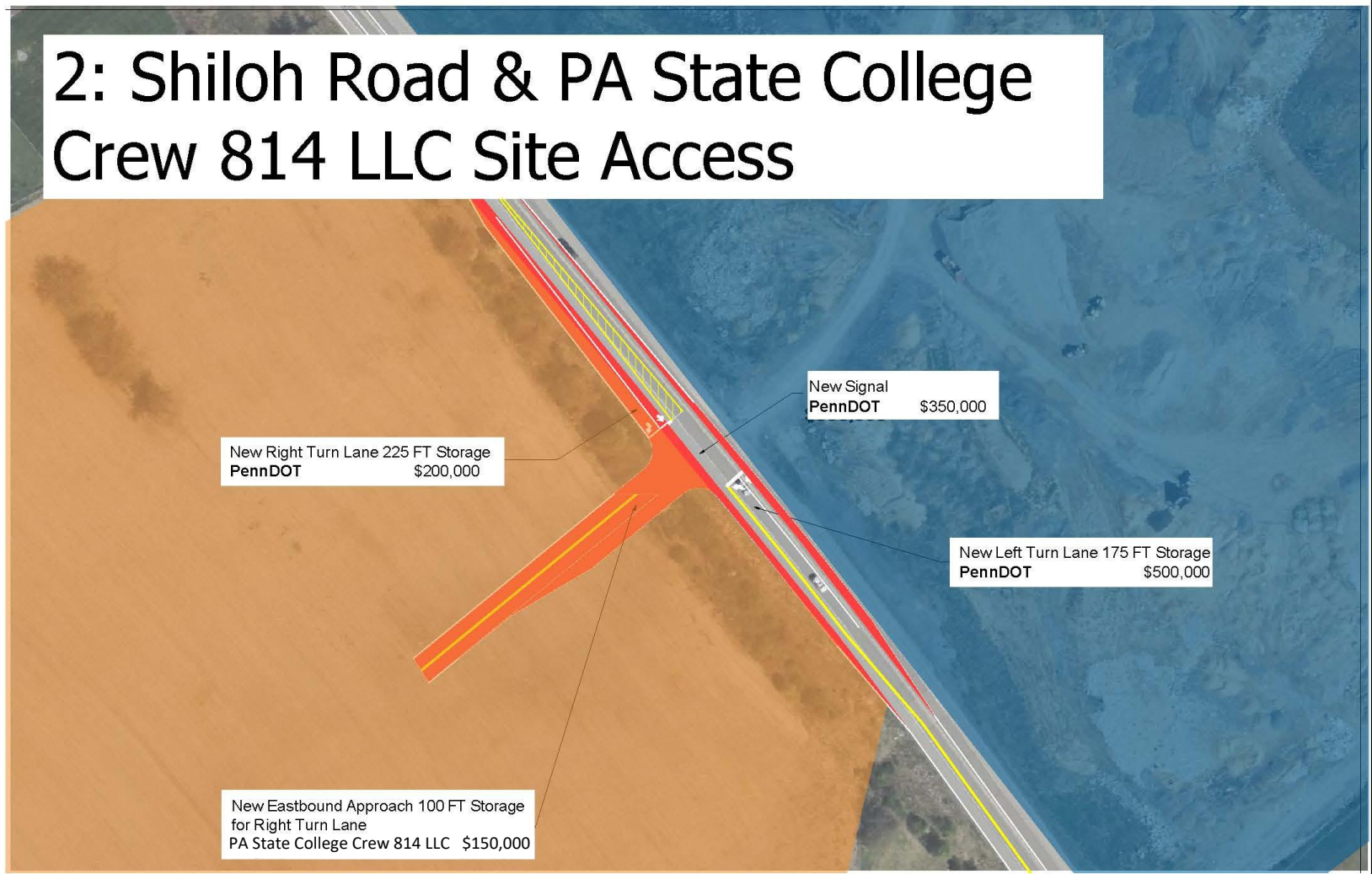
PREPARED BY:  
**WOOSTER**  
 TRAFFIC & PERMITS & SIGNALS  
 323 NORTH SHORE DRIVE  
 SUITE 300  
 PITTSBURGH, PA 15212  
 WWW.DEWOOSTER.COM

REGISTERED PROFESSIONAL  
 ENGINEER  
 PE-061713  
 P.E. NUMBER DATE

SHILOH ROAD & SPRING VALLEY  
 SCALE: 1" = 80'

**ATTACHMENT 2**

# 2: Shiloh Road & PA State College Crew 814 LLC Site Access



New Right Turn Lane 225 FT Storage  
PennDOT \$200,000

New Signal  
PennDOT \$350,000

New Left Turn Lane 175 FT Storage  
PennDOT \$500,000

New Eastbound Approach 100 FT Storage  
for Right Turn Lane  
PA State College Crew 814 LLC \$150,000

PennDOT: \$1,050,000  
PA State College Crew 814 LLC: \$150,000

15

SHILOH ROAD & ROGERS SITE ACCESS  
SCALE: 1" = 40'



PREPARED BY:

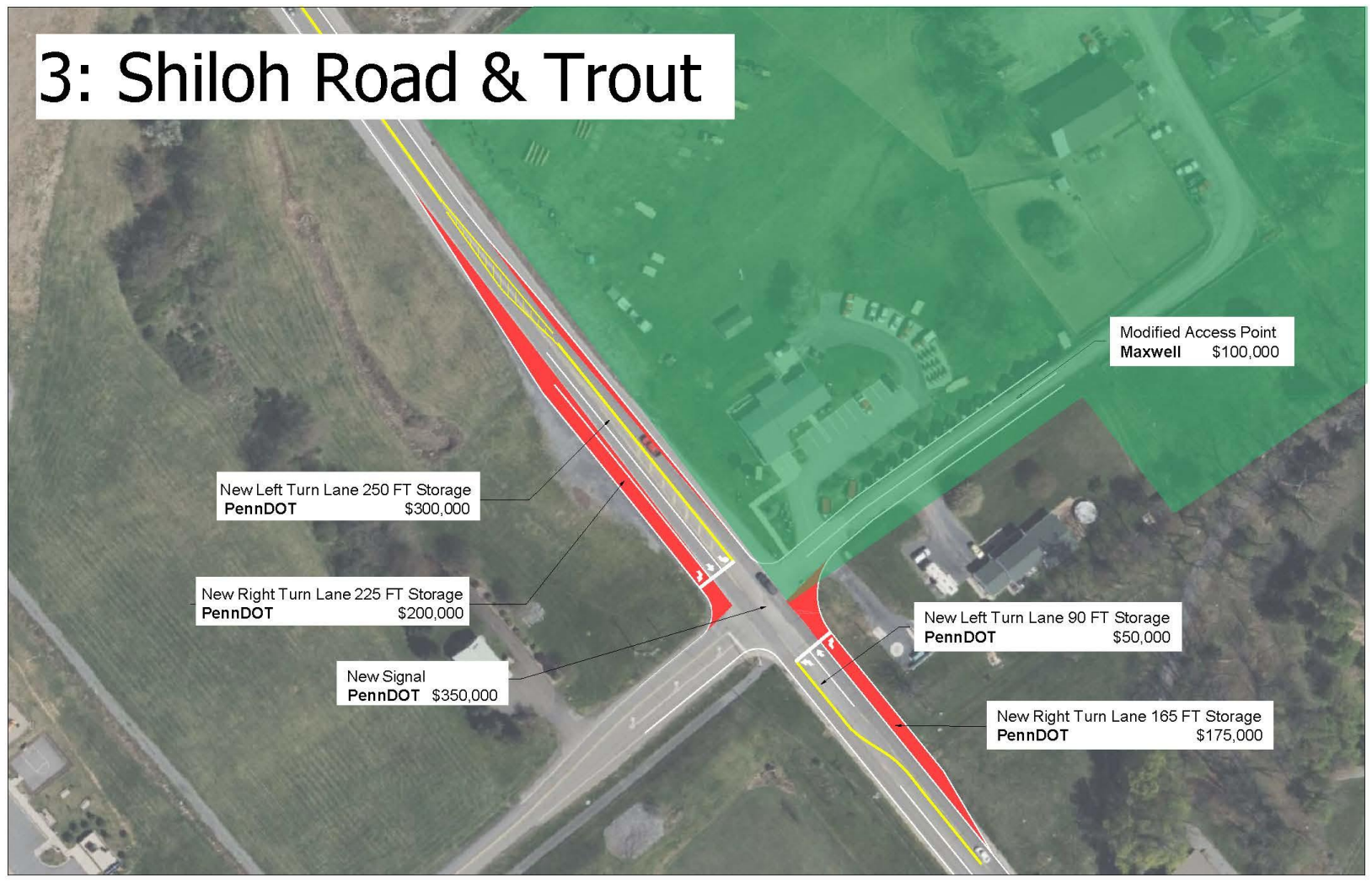
**WOOSTER**  
TRAFFIC & PERMITS & SIGNALS  
323 NORTH SHORE DRIVE  
SUITE 300  
PITTSBURGH, PA 15212  
WWW.WOOSTER.COM

---

REGISTERED PROFESSIONAL ENGINEER  
PE-061713  
P.E. NUMBER      DATE

**ATTACHMENT 3**

# 3: Shiloh Road & Trout




PennDOT: \$1,075,000  
Maxwell: \$100,000

16

SHILOH ROAD & TROUT  
SCALE: 1" = 40'



PREPARED BY:  
  
**WOOSTER**  
 TRAFFIC & SIGNALS  
 323 NORTH SHORE DRIVE  
 SUITE 300  
 PITTSBURGH, PA 15212  
 WWW.DEWOOSTER.COM

REGISTERED PROFESSIONAL  
 ENGINEER  
 PE-061713  
 P.E. NUMBER DATE

<b>ATTACHMENT 4</b>
---------------------

## Shiloh Road Corridor Development Partnership Budget

**Total Corridor Project Budget:** \$5,852,430

**TIIF Request / DCED:** \$2,700,000

**Private Developer Contributions:** \$2,057,430

Ferris: \$1,140,860 (Corridor Assessment – \$498,580; Improvement – \$375,000; Future Corridor Development: \$267,280)

Maxwell: \$477,445 (Corridor Assessment – \$227,445; Improvement – \$100,000; Future Improvement Contribution: \$150,000)

PA State: \$439,125 (Corridor Assessment – \$289,125; Improvement – \$150,000)  
College Crew

**PennDOT:** \$1,095,000

## Shiloh Road Corridor Development Partnership Assessments

### Corridor Development Partnership Trip Allocations and Assessments

Partnership Budget		\$1,285,000
Future Corridor Assessment– 15% without PennDOT 20.8% – 6,436 Trips (Ferris)		\$267,280
Improvement – \$150,000 (Maxwell)		\$417,280
Ferris – 27% without PennDOT 38.8% – 11,984 Trip		\$498,580
Improvement – \$375,00		\$873,580
Maxwell – 12% without PennDOT 17.7% – 5,462 Trips		\$227,445
Improvement – \$100,000		\$327,445
PA State College Crew 814 LLC – 16% without PennDOT 22.5% – 6,942 Trips		\$289,125
Improvement – \$150,00		\$439,125
<b>Total Private Developer Contributions</b>	<b>35%</b>	<b>\$2,057,430</b>
TIIF	46%	\$2,700,000
PennDOT	19%	\$1,095,000
<b>Total Shiloh Road Corridor Investment</b>		<b>\$5,852,430</b>

<b>ATTACHMENT 5</b>
---------------------

## Shiloh Road Corridor Development Partnership Assessments

<b>Traffic Engineering</b>	\$220,000
<b>Site Assessments</b>	\$35,000
<b>Corridor Design Fees</b>	\$325,000
<b>Project Management</b>	\$250,000
<b>Public Funding Strategy and Implementation</b>	\$120,000
<ul style="list-style-type: none"> <li>• Preparation of Briefing Materials</li> <li>• Legislative and Agency Meetings</li> <li>• Local Municipal Briefings</li> <li>• Developer Agreements</li> <li>• PennDOT Development Agreements</li> <li>• Grant preparation and submission</li> </ul>	
<b>TIIF and Economic Impact Study</b>	\$45,000
<ul style="list-style-type: none"> <li>• Market Study</li> <li>• Economic Impact Study</li> <li>• Meetings with PennDOT and DCED</li> <li>• Prepare Follow Up Materials as Required</li> </ul>	
<b>Grant Compliance and Drawdown</b>	\$240,000
(Assumes 6-month pre-construction; 18-month construction period)	
<ul style="list-style-type: none"> <li>• Work with PennDOT District-2 – Grant Agreement</li> <li>• Assist with Environmental Assessment as required</li> <li>• Review plans/specification and bid documents to ensure compliance with Grant Agreement</li> <li>• Compliance – weekly payroll certificate forms; work with contractors to maintain compliance</li> <li>• Prepare and submit all request for reimbursements</li> <li>• Monitor and track grant funds</li> </ul>	
<b>Legal Budget – Agreements (2)</b>	\$50,000
<b>Total</b>	<b><u>\$1,285,000</u></b>

<b>ATTACHMENT 6</b>
---------------------

**Total Corridor Trip Generation – Shiloh Road Corridor  
College Township, Centre County, PA**

<b>Tract/Development</b>	<b>Weekday 24-Hour Trips</b>	<b>% Total</b>	<b>AM Peak Hour Trips</b>	<b>PM Peak Hour Trips</b>	<b>SAT Peak Hour Trips</b>
PennDOT	13,250	30%			
Ferris Land Development, LP	11,984	27%	782	825	1,093
PA State College Crew 814 LLC	6,942	16%	382	454	419
Maxwell	5,462	12%	492	313	454
Future Corridor Ferris / Maxwell	6,436	15%	440	366	415
<b>TOTAL</b>	<b>44,074</b>	<b>100%</b>	<b>2,096</b>	<b>1,958</b>	<b>2,381</b>

INTERGOVERNMENTAL COOPERATION AGREEMENT  
 BETWEEN COLLEGE TOWNSHIP AND BENNER TOWNSHIP  
 FOR THE CONSTRUCTION OF THE SHILOH ROAD TRANSPORTATION IMPROVEMENTS  
 AND THE ONGOING MAINTENANCE OF TRAFFIC SIGNALS  
 INSTALLED AS PART OF THE SHILOH ROAD IMPROVEMENT PROJECT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2026 by and between COLLEGE TOWNSHIP, a Second Class Township organized under the laws of the Commonwealth of Pennsylvania, with an address of 1481 East College Avenue, State College, PA 16801 (“College Township”) and BENNER TOWNSHIP, a Second Class Township organized under the laws of the Commonwealth of Pennsylvania, with an address of 1224 Buffalo Run Road, Bellefonte, PA 16823 (“Benner Township”) (College Township and Benner Township shall hereinafter collectively be referred to as the “Townships”).

**BACKGROUND:**

**WHEREAS**, the Townships, together with private development entities and the Pennsylvania Department of Transportation (“PennDOT”), have entered into a Transportation Agreement (attached hereto as Exhibit “A”) to advance the design, permitting, and construction of transportation improvements along Shiloh Road in Centre County, Pennsylvania, to enhance safety, capacity, and access for existing and future development; and

**WHEREAS**, Article IX, Section 5 of the Pennsylvania Constitution and the Intergovernmental Cooperation Act of 1996, 53 Pa. C.S. §2301 et seq. (the “Act”), authorize local governmental units to cooperate jointly in the exercise or performance of their respective governmental functions, powers, and responsibilities; and

**WHEREAS**, pursuant to the Act, the governing bodies of the Townships desire to set forth their respective roles and responsibilities concerning the construction of the Shiloh Road transportation improvements from Spring Valley Road to Trout Road in Centre County and the ongoing operation and maintenance of traffic control devices installed as part of the project.

**NOW, THEREFORE**, intending to be legally bound, the Townships agree as follows:

**I. Incorporation of Recitals.**

The foregoing recitals are incorporated herein by reference as if set forth in full.

**II. Definitions.**

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. "Private Partners" shall mean:
  - i. Ferris Land Development, LP;
  - ii. Edward G. Maxwell;
  - iii. State College Crew 814 LLC; and
- b. "PennDOT" shall mean the Pennsylvania Department of Transportation
- c. "Shiloh Road Improvements" shall mean the transportation improvements identified in Exhibit "B," including, but not limited to new and modified turn lanes, approach lanes, traffic signal installation, pavement markings, signage, and related appurtenances.
- d. "Project Escrow Account" shall mean a dedicated, interest-bearing account established to receive and disburse funds contributed by the Private Partners for pre-construction activities. Eligible expenditures include:
  - i. Engineering and design invoices;
  - ii. Studies and plans required for grant submissions;
  - iii. Grant application preparation and administration costs.
- e. "Construction Account" shall mean a segregated account established by College Township to receive, hold, and disburse funds for construction of the Shiloh Road Improvements. Eligible expenditures include:
  - i. Contractor pay applications;
  - ii. Construction inspection invoices;
  - iii. Materials testing;
  - iv. Change order payments;

- v. Other construction-related costs
- f. “Pre-Construction Activities” shall include preliminary engineering, feasibility studies, traffic impact analyses, environmental reviews, permitting, right-of-way coordination, grant preparation, and grant administration.
- g. “Construction Activities” shall mean all work necessary to construct the Shiloh Road Improvements in accordance with PennDOT-approved plans and specifications and the applicable Highway Occupancy Permit.
- h. “Highway Occupancy Permit” shall mean the permit issued by PennDOT authorizing access, occupancy, and construction within a state right-of-way pursuant to 67 Pa. Code Chapter 441.
- i. “Ferris Land Development, LP” is responsible for all grant administration to include review of prevailing wage documentation, submission of all forms/documents required for review and approval of each funding agency; submission of reimbursement requests on behalf of College.
- j. “L&I Prevailing Wage Certifications” shall mean weekly certified payroll reports and related compliance documentation required by the Pennsylvania Prevailing Wage Act and administered by the Pennsylvania Department of Labor & Industry, verifying payment of required prevailing wage rates for public work.

### **III. Duties of College Township.**

College Township shall serve as the municipal lead entity for purposes of project coordination, bidding, construction oversight, and grant administration support, and shall:

- a. Serve as the applicant of record for public grant applications submitted in support of the Shiloh Road Improvements.
- b. Establish and maintain appropriate financial accounting procedures for all funds received and expended in connection with the Project, including maintenance of the Project Escrow Account and Construction Account.
- c. Publicly advertise and competitively bid the construction of the Shiloh Road Improvements in accordance with the Pennsylvania Second Class Township Code and other applicable laws upon receipt of complete, PennDOT-approved bid documents.

- d. Award construction contracts to the lowest responsible bidder and execute all necessary contracts; obtain all necessary insurance certificates along with payment and performance bonds.
- e. Retain or contract for qualified professional engineering services to provide construction inspection and oversight in accordance with PennDOT requirements and the HOP.
- f. Coordinate with Ferris Land Development LP regarding the collection of L&I Prevailing Wage Certifications and submission of documentation required for grant reimbursement.
- g. Process contractor and engineering invoices in a timely manner and provide proof of payment documentation necessary for reimbursement requests.
- h. Provide quarterly written status reports to the Private Partners and Benner Township detailing project progress, financial status, construction milestones, change orders, and funding updates.
- i. Submit applications for required traffic signal permits and approvals.
- j. Upon completion of construction, assume responsibility for the operation, maintenance, and electricity costs associated with traffic signals located within College Township, and, unless otherwise agreed, traffic signals installed in Benner Township.
- k. Annually budget for signal operation and maintenance costs according to the Township's signal maintenance plan.

#### **IV. Duties of Benner Township.**

Benner Township shall:

- a. Review and respond to Project-related submissions within ten (10) business days where practicable
- b. Cooperate in securing required right(s)-of-way, easements, and temporary construction access within its municipal boundaries.
- c. Assist College Township in obtaining required permits or authorizations affecting property within Benner Township.

**V. Financing**

The Shiloh Road Improvements shall be funded through a combination of Private Partner Contributions and public grant funds. Nothing herein shall obligate either Township to expend general fund revenues unless expressly authorized by separate action of its governing body. No debt shall be created by this Agreement within the meaning of the Local Government Unit Debt Act.

**VI. Duration.**

The obligations and responsibilities set forth in this Agreement shall commence when this Agreement is approved by resolutions adopted by the College Township Council and the Benner Township Board of Supervisors. The Agreement shall remain in effect unless terminated by either Township upon ninety days written notice. Upon termination, the Townships shall be responsible for the operation and maintenance of all traffic signals located in their respective municipality. The Township that elects to terminate this Agreement shall notify PennDOT in writing of the same.

**VII. Indemnification and Liability**

Each Township shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Nothing herein shall be construed as a waiver of governmental immunity under applicable law.

**VIII. Notices.**

All notices required under this Agreement shall be in writing and delivered by certified mail, U.S. mail, or personal delivery to the Township Manager at the addresses set forth above, unless otherwise designated in writing.

**IX. Entire Agreement.**

This Agreement constitutes the entire understanding between the Townships concerning the subject matter hereof and may be amended only by written instrument approved by resolution of both governing bodies.

**IN WITNESS WHEREOF**, the Townships hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

COLLEGE TOWNSHIP COUNCIL

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

BENNER TOWNSHIP BOARD OF SUPERVISORS

\_\_\_\_\_

\_\_\_\_\_

Glantz, Johnson & Associates  
Louis T. Glantz  
225 Goodhart Road  
Centre Hall, PA 16828

814-571-8457

[louis.glantz@gmail.com](mailto:louis.glantz@gmail.com)

March 27, 2026

Adam:

I will comment on the overall agreement. The first page and a half specify what is to be improved. Attachment 4 indicates the specific improvements for which each private partner is responsible. College Township is the applicant for public funding programs and will be the administrative agency for the project. Ferris Land Development will provide College Township with bid documents, including bid proposal forms, plans and specifications. Ferris Land Development will also be responsible for all grant administration.

Benner Township acknowledges College Township as the administrative agency for the project. In addition, with respect to any traffic control elements located within Benner Township, Benner Township will cooperate to secure required permits approvals and resolutions; however it is not responsible for funding the project unless by future written agreement.

Ferris Land Development will:

1. Provide traffic engineering studies and site assessments.
2. Retain a professional economic development consultant.
3. Provide day-to-day project coordination.
4. Provide grant administration and drawdown.
5. TIIF and economic study development.
6. Final design, permitting, and environmental review.
7. Legal services to review contract documents and grant agreements.

Attachments 4 and 5 set forth the financials and contributions of the individual private partners. Section 6 of the Agreement refers to the Township creating a dedicated interest-bearing escrow account for receiving and disbursing private partner contributions, as set forth on attachment 4. Section IV B lists the pre-construction contributions by the private partners.

Breach of agreement by any party or Township must be cured within 10 days or the non-breaching parties may declare the agreement null and void.

Changes include II, Benner Township assumes little responsibility but may suspend projects in Benner Township if Ferris and Maxwell (Paragraph J) don't meet their payment obligations.

In IV B Maxwell gets credit for costs related to the engineering fees. In H "Clair" changes to "corridor trip". In VI the contribution amounts changed slightly.

It does not appear there is a construction timeline in place.  
If you have any additional questions or comments please advise.

In summary, College Township will be responsible for administering this project and for managing the contributions in accordance with Attachments 4 and 5 including private funding and PennDOT.

Sincerely

A handwritten signature in blue ink, appearing to read "L. Glantz", is written over the typed name below.

Louis T Glantz, College Township Solicitor



# COLLEGE TOWNSHIP

## MEMORANDUM

**To:** College Township Council

**From:** Thompson Woods Preserve Governance Committee

**Thru:** Mike Bloom, Assistant Township Manager

**Re:** NB-1.a. Forest Restoration Plan Update Review

**Date:** March 12, 2026, for the April 2<sup>nd</sup> meeting

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**Background:**

In 2025, College Township and State College Borough Councils authorized the Thompson Woods Preserve Governance Committee to contract with Mr. Mike Wolf of Appalachian Forest Consultants, LLC. to perform an update to the 2018 Thompson Woods Preserve Forest Restoration Plan. Mr. Wolf was the consultant that developed the 2018 plan.

Mr. Wolf completed his work at the end of 2025 and presented the attached Forest Restoration Plan Update to the Governance Committee for their review on January 1, 2026.

The plan update provides a detailed assessment of the forest conditions and overall health. Further, it equips the Committees, property owners and stakeholders with a list of treatment options that could be considered to improve conditions of the property in the future.

The Governance and Advisory Committees have both reviewed the plan update and have found that it meets expectations.

**Recommendation:**

The Governance Committee recommends that the College Township and State College Borough Councils accept the Thompson Woods Preserve Forest Restoration Plan Update (2026) as written.

# Forest Restoration Plan (2026 Update)

## Thompson Woods Preserve

[www.thompsonwoodspreserve.org](http://www.thompsonwoodspreserve.org)

State College, PA  
43.36 acres

January 1, 2026

By:

Appalachian Forest Consultants, LLC

Mike Wolf

(814) 659-1280

[mike.wolf.afc@gmail.com](mailto:mike.wolf.afc@gmail.com)

In cooperation with:

ClearWater Conservancy

College Township

State College Borough

Thompson Woods Preserve Advisory and Governance Committee

**Table of Contents:**

Introduction	pages 3-5
About Thompson Woods Preserve	
Previous Forest Management Planning	
Purpose of this Forest Restoration Plan (2026 Update)	
Current Landowner Objectives	
Mapping	pages 6-10
Current Forest Conditions	pages 11-16
General Conditions	
Inventory & Analysis	
Impediments to Sustainability	
Desired Future Forest Conditions	pages 17-18
Forest Management Options	pages 19-27

## **Introduction**

### **About Thompson Woods Preserve:**

Thompson Woods Preserve (TWP) is a 43.36-acre natural area, located south of East College Avenue (Rt 26), and is bordered on 3 sides by either high density residential lots or businesses along Rt 26. TWP is jointly owned by College Township and the Borough of State College. In 2000, ClearWater Conservancy acquired the TWP property from a developer, with a PA Department of Conservation and Natural Resources Land Trust grant, and subsequently transferred the property to College Township and the Borough of State College. TWP now provides a beautiful green space and natural area that is cherished by its users, neighbors, and surrounding community. TWP offers its users approximately 1.3 miles of walking trails, a parking area (off Walnut Springs Lane), a diversity of wildlife habitats, and approximately 900 feet of Thompson Run which is a tributary to Slab Cabin Run and Spring Creek. Additionally, TWP provides neighbors and the local community a safeguarded natural forest area dedicated to nurturing and rejuvenating the intrinsic ecological harmony within an evolving urban landscape. TWP protects local water resources, provides green space in an urbanized area, enhances outdoor recreation opportunities, and protects fish and wildlife habitat.

### **Previous Forest Management Planning:**

It is not the intent of this Forest Restoration Plan (2026 Update) to disregard previous documents that were written to guide the management of TWP. In fact, reviewing the previous management planning documents is advisable to fully understand TWP and the management advice discussed herein.

#### Previous Planning Documents:

- Thompson Woods Preserve Management Plan prepared by ClearWater Conservancy of Central Pennsylvania, Inc.
  - October 29, 2003
  - Updated June 1, 2013
- Forest Restoration Plan (Thompson Woods Preserve and Walnut Springs Park) prepared by Appalachian Forest Consultants
  - January 30, 2018

### **Purpose of this Forest Restoration Plan (2026 Update):**

In 2022, College Township and the Borough of State College recognized that a new governance structure was required for Thompson Woods Preserve to ensure proper adherence to the property covenants and the Thompson Woods Preserve Management Plan. To that end, the municipalities entered into a Intermunicipal Cooperation Agreement establishing a new governance structure for the Thompson Woods Preserve consisting of two distant committees and further outlining the purpose, objective(s), structure, duration, power and scope of authority being delegated under the newly established governance structure and the manner and extent of any necessary financial obligations pursuant to the agreement. The Thompson Woods Preserve Advisory and Governance Committees membership was fully appointed and began their work in the Spring of 2023.

Along with this new governance structure, the new Committees created the current **Mission Statement** for Thompson Woods Preserve:

“The Thompson Woods Preserve Committees were established through an intermunicipal cooperation agreement between College Township and State College Borough with the mission to provide dedicated stewardship of the Thompson Woods Nature Preserve by restoring and protecting its ecological integrity, fostering biodiversity, and offering a peaceful space for passive recreation and connectivity between the municipalities. The Committees are committed to education, conservation, and collaboration with community stakeholders to ensure the Preserve remains a thriving natural resource that encourages visitations from current and future generations.”

There are some important points to make regarding the carefully chosen wording in the Mission Statement above...

- ✓ “dedicated stewardship”
  - This implies playing an active role in ensuring a healthy forest system for today and tomorrow
- ✓ “restoring ecological integrity”
  - This implies a need for fixing a broken forest system
- ✓ “thriving natural resource”
  - This implies a lofty goal of totally committing to a restorative forest management strategy

A healthy forest provides many benefits. A healthy forest cleans our air, provides a place for enjoying nature, cleans our water, provides abundant habitat for wildlife, and adds value to our communities. A simple and useful definition of a healthy forest is...**a healthy forest can sustain itself**. In other words, as trees within a forest die (age, insects, disease, wind, ice, etc) they are naturally replaced by young trees. Using a sports analogy, a good team not only has quality “starters,” but it also has a quality “bench” that is ready to come in the game when a starter is hurt or tired. The large trees are the starters, but there needs to be an abundant and productive bench ready to get in the game and fill a void when necessary. In a forest, species are important as well. Therefore, a forest that is dominated by large oak trees must have an abundant number of small oak seedlings and saplings that are ready to fill gaps. A forest that is dominated by large sugar maple must have an abundant number of small sugar maple seedlings and saplings that are ready to fill gaps. In a healthy forest system, there is very little, if any, management (or manipulation) necessary for young oak trees to fill a gap created by a dying oak tree...the system takes care of it on its own through annual seed production, seedling germination, and seedling growth. Sunlight is not a factor in whether a seed can germinate or whether a seedling can grow for a short time. If a gap (sunlight) is not created, that seedling will likely die over time, but the system is creating more seedlings on an almost annual basis.

Sadly, most forests today are not able to sustain themselves and are therefore not healthy. In fact, it is rare to find a forest that has a layer of abundant seedlings of preferred species that are in place and ready to fill a gap when necessary. The primary reasons our forests are not healthy are:

1. Historically high deer numbers
2. Abundance of plants that deer don't eat

During the non-growing season months (primarily November through March) deer heavily rely on the buds of woody plants for food. Deer are selective feeders and therefore have taste preferences that determine what they will and will not eat. Deer like to eat the buds of native hardwood seedlings like oak, maple, hickory, aspen, tulip poplar, basswood, cucumber, and others. Deer also like to eat the buds of dogwood, viburnum, elderberry, hawthorn, winterberry, sassafras, blackberry, black raspberry, and others. These are the same species that can be most beneficial to other wildlife. Eating the buds of these species will stunt growth and can even kill the plant. And, once they eat all the buds on these preferred species, they can start to eat less-preferred species such as black cherry, American beech, striped maple, and others.

The long-term result of this selective and continuous feeding is very typically an obvious absence of these species in the forest. Further, an additional result is the growth, even abundant growth, of plants deer won't eat. Many of the plants deer won't eat are non-native and invasive. These non-native invasive species (NNIS) thrive in the absence of native/preferred plants. Over time (think decades), the forest's ability to sustain itself goes away. An understory that is heavily impacted by deer can be very open (no plants) or it can become filled with NNIS. In either case, the forest system is broken, the forest cannot sustain itself, and only non-preferred plants (often NNIS) can exist on the forest floor.

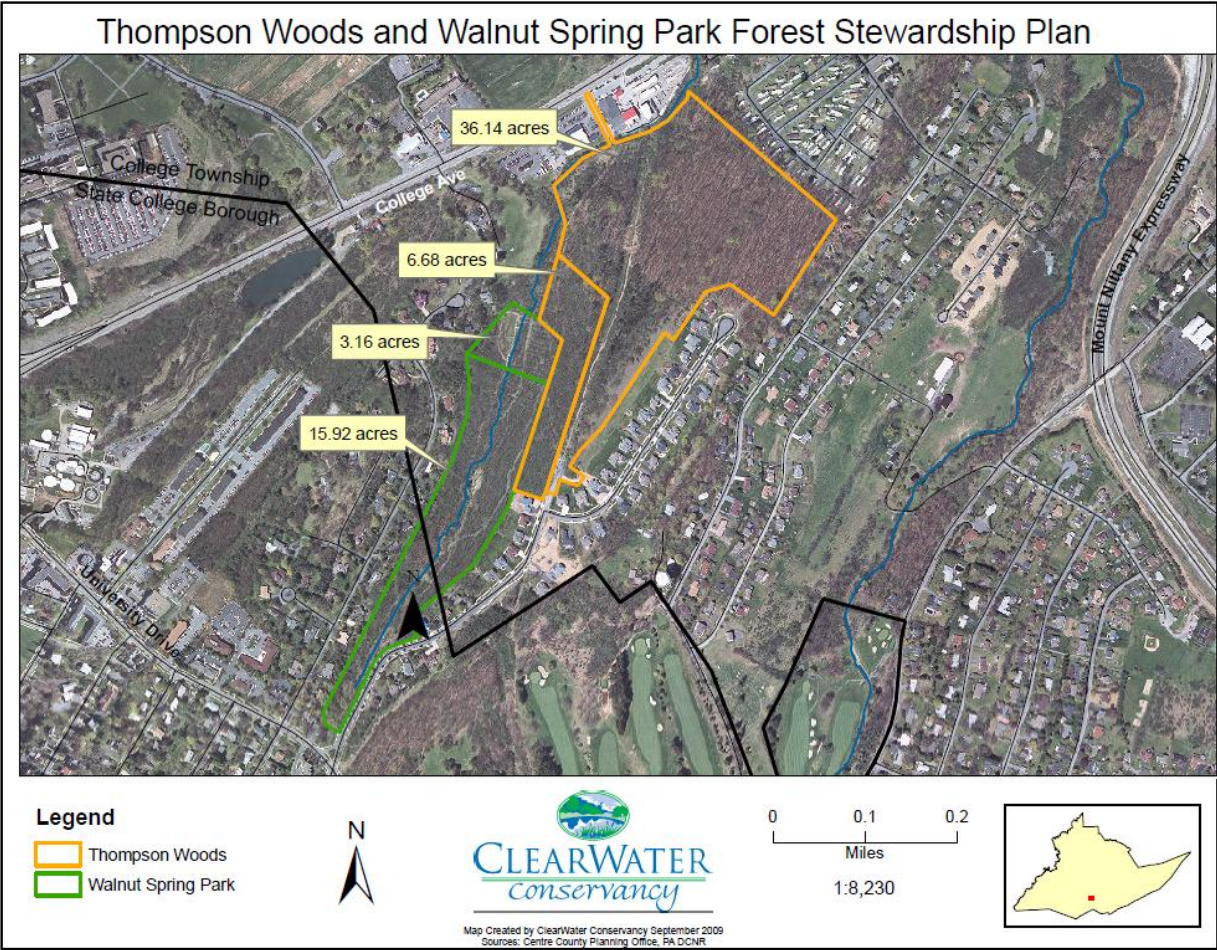
The reality in TWP is there are no quality bench players. The forest's understory is either bare or filled with undesirable plants, many of which are NNIS. There are no desirable seedlings on the forest floor – no desirable seedlings or saplings at the ready to fill potential gaps. Decades of heavy deer impact is quite evident. Looking at TWP's Mission Statement through the lens of reality, the big question is...how can our *dedicated stewardship restore ecological integrity and create a thriving natural resource*? This question will be answered through the forest management strategies presented in this Forest Restoration Plan (2026 Update). The presented strategies will not only be geared toward meeting the TWP Mission Statement, but will also be based on the following **Landowner Objectives** that have been presented by the TWP Advisory and Governance Committees...

**Current Landowner Objectives:**

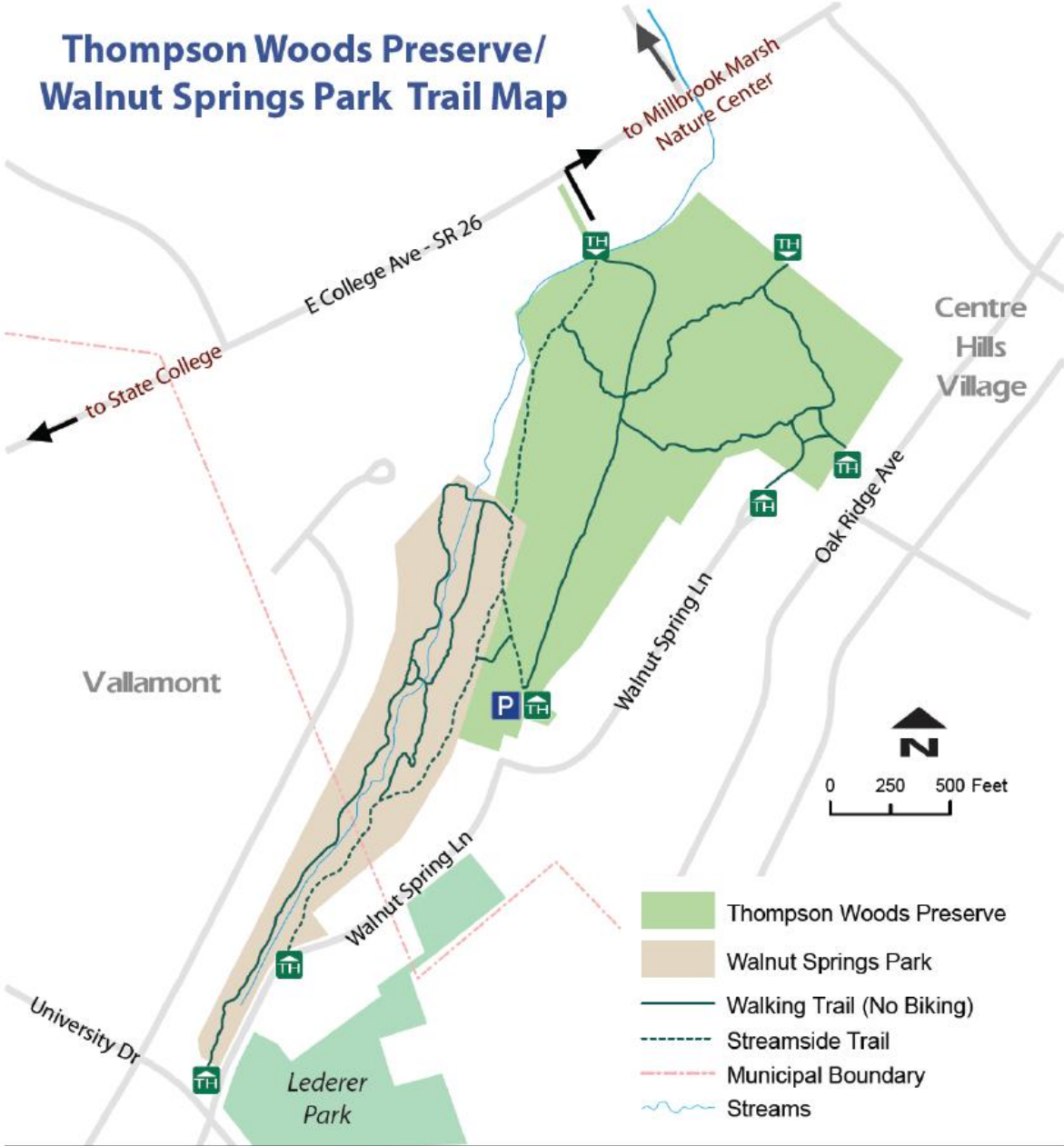
1. Eliminate the non-native/invasive shrub understory
2. Promote growth of native/desirable seedlings and saplings
3. Promote a robust, healthy understory capable of replacing overstory trees
4. Conserve and protect TWP for the enjoyment by future generations

# Mapping

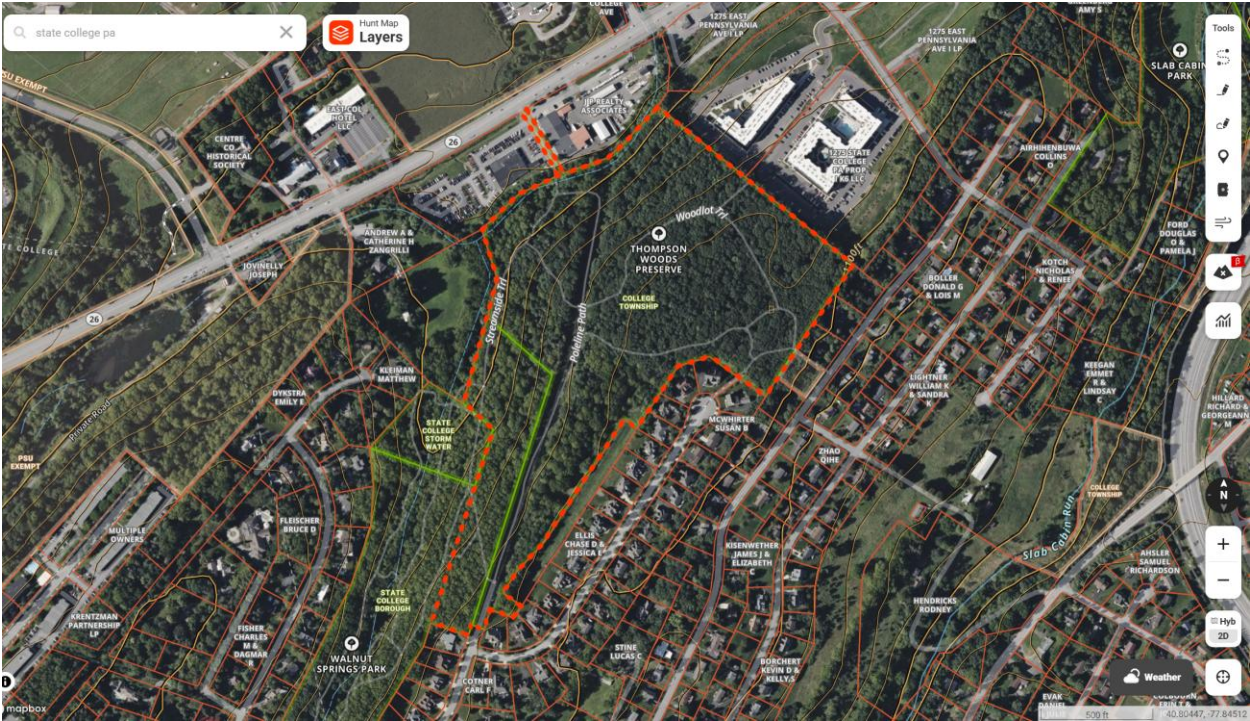
Map 1: ClearWater Conservancy Forest Stewardship Map, showing TWP (yellow outline) in relation to Walnut Springs Park, businesses along East College Avenue, and local residential neighborhoods



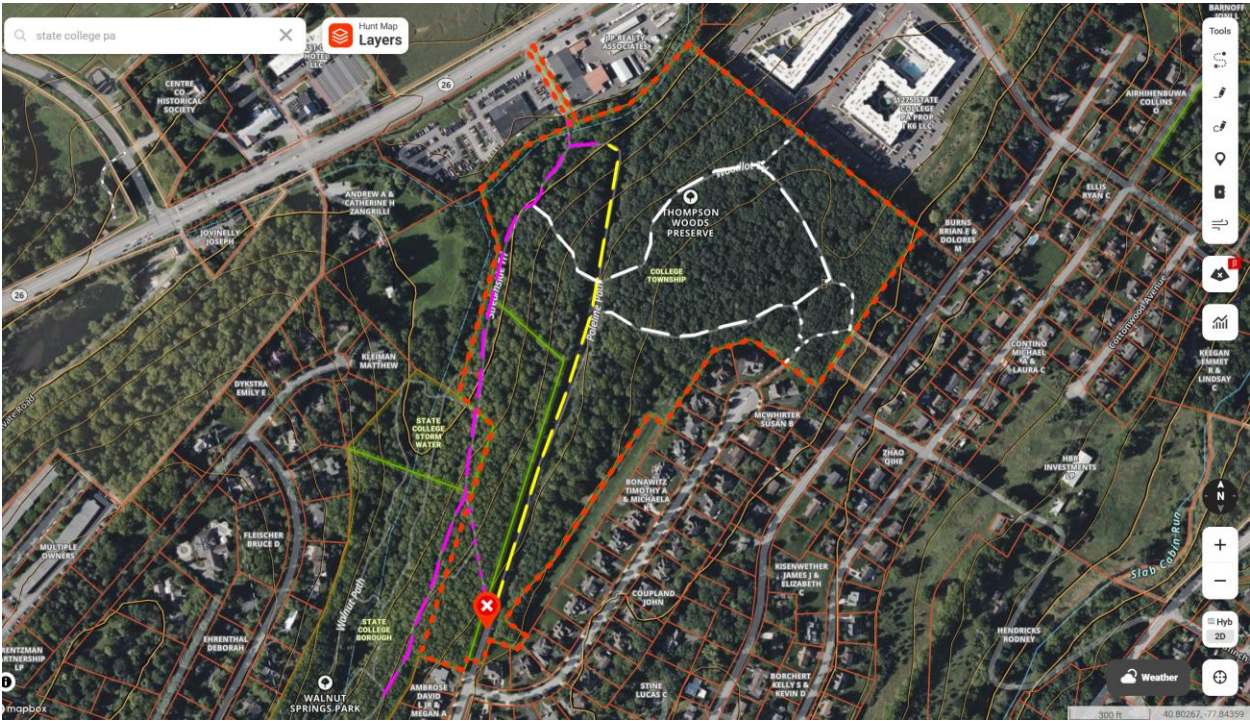
Map 2: Centre Regional Planning Agency Map listed as the “2013 official map of Thompson Woods Preserve and Walnut Springs Park” in the Thompson Woods Preserve Management Plan (updated June 1, 2013), prepared by ClearWater Conservancy of Central Pennsylvania, Inc



Map 3: TWP property map with property line highlighted in red



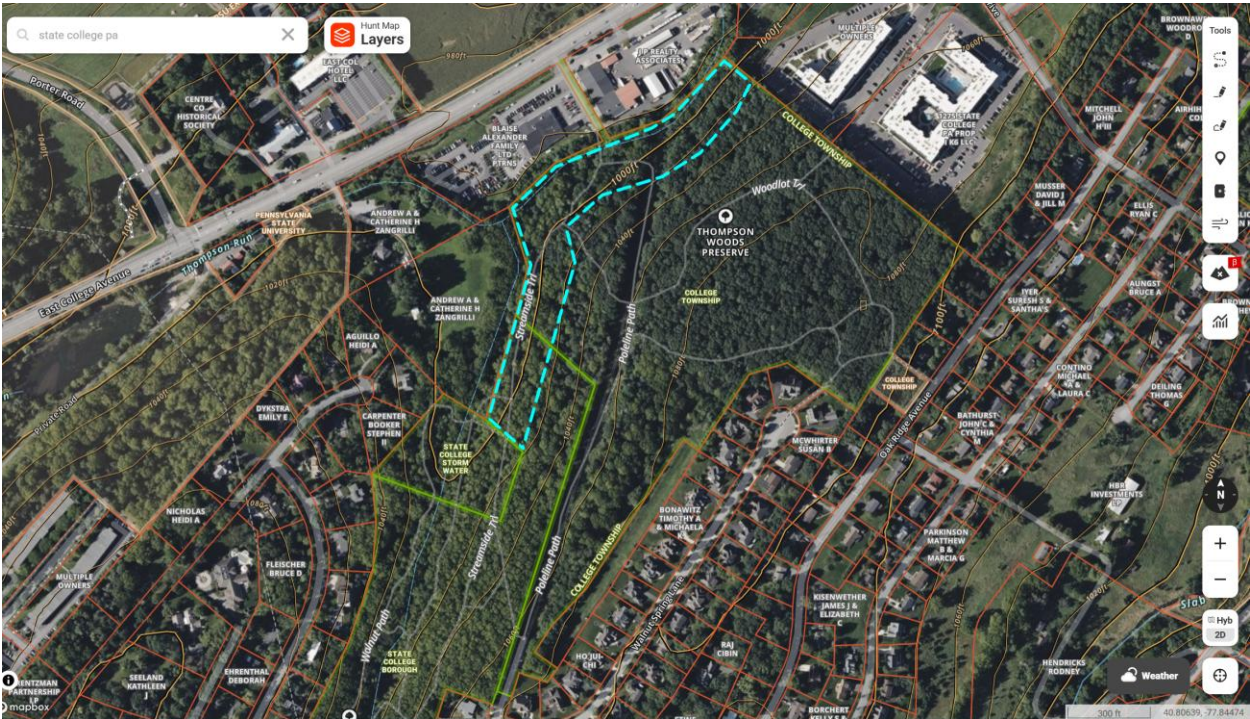
Map 4: TWP trail map showing Parking Area (orange waypoint), Poleline Path (yellow dash line), Woodlot Trail (white dash line), and Streamside Trail (pink dash line). Some small extension paths are also shown with dotted lines



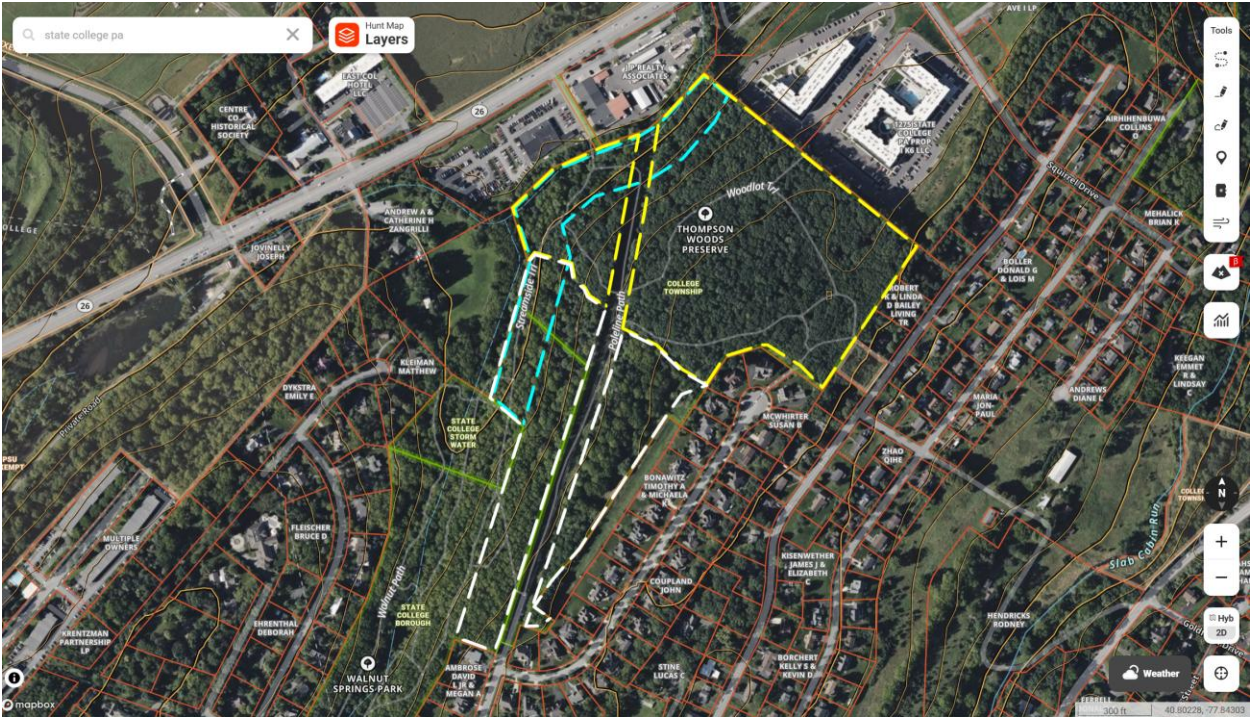
Map 5: TWP Management Units (MU's), related to the restorative strategies presented in this Forest Restoration Plan (2026 Update), showing Management Unit 1 (MU 1) in white and Management Unit 2 (MU 2) in yellow



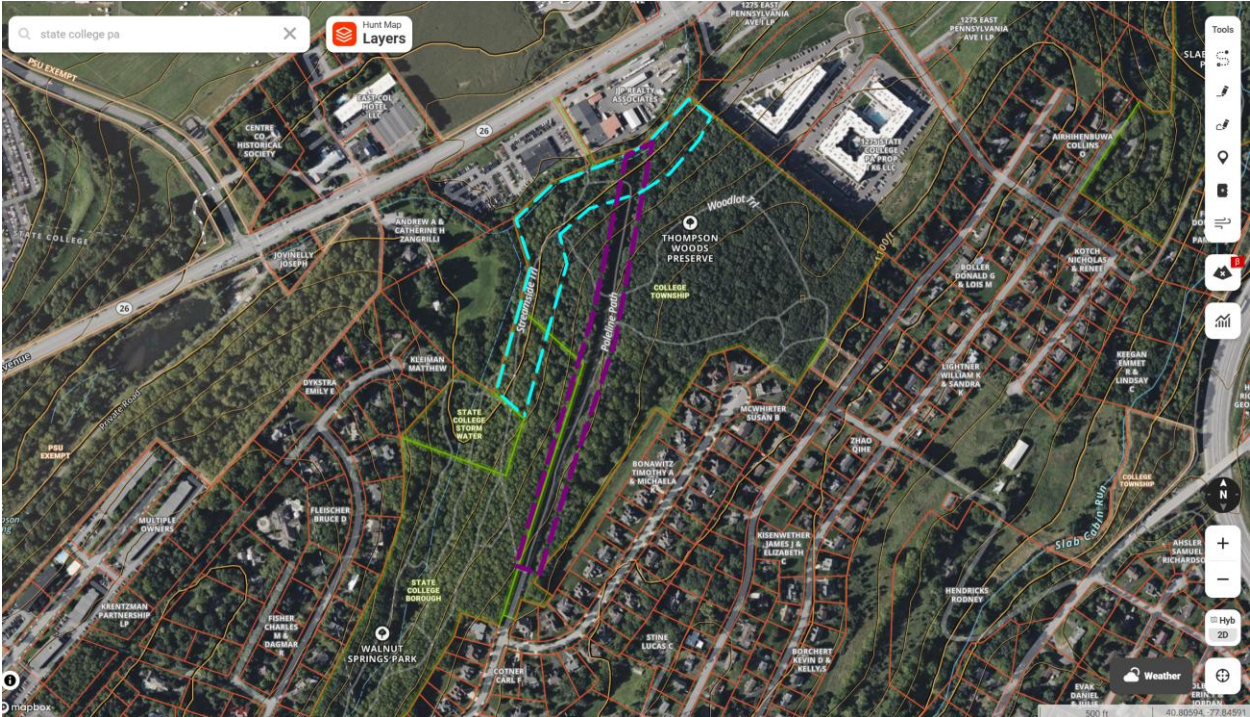
Map 6: Streamside Management Zone (blue dash area) represents TWP property within 150 feet of Walnut Run and Thompson Run



Map 7: Showing how the Streamside Management Zone (blue dash area) interacts with both MU 1 and MU 2



Map 8: Showing Powerline Management Zone (purple dash area) in relation to Streamside Management Zone (blue dash area)



## Current Forest Conditions

### General Conditions:

In general, the conditions of the TWP forest have not changed substantially since the 2018 Forest Restoration Plan was written. A main section of that plan discussed 8 questions (developed through decades of research by Penn State University and the U.S. Forest Service) that should be considered when a sustainable forest outcome is the goal. It would be worth your time to review pages 4-7 of the 2018 Forest Restoration Plan. However, for now, the following paragraph highlights some important factors that have not changed in TWP since 2018.

Deer impacts are still considered high and are still having a negative effect on species composition in TWP. There are still very few, if any, native/desirable seedlings present. When trees in TWP die or fall over, the additional light that reaches the forest floor is primarily benefiting NNIS. Plants that can easily displace and outcompete native plants are still abundant. The future of the forest is still at risk due to the absence of desirable plants in the understory. Native species diversity is declining and the potential success of native species regrowth is hampered by NNIS growth and hungry deer.

The 2018 Forest Restoration Plan included some images from the property to show the dire forest understory situation. A picture is worth a thousand words, so it is worth sticking with that strategy. The following pictures were taken onsite at TWP in October 2025.

Image 1: A consistent view from any location along a trail in MU 1 or in the Streamside Management Zone of MU 1 or MU 2. Note that all of the plants below 12 foot tall are NNIS and that they fully dominate the forest floor



Image 2: A consistent view from any location in the upper sections of MU 2. Note that the forest floor is quite bare and if there is a plant, it is a NNIS



Image 3: Occasionally, a desirable plant was found in a spot that was almost completely protected from deer. In the case of the blackberry pictured here, it was growing in a mess of limbs from a recently broken tree top that created a “safe” place to grow



**Inventory and Analysis** (based on filed inventory adjusted for current use):**MU 1 (12.5 acres)**

## Important Understory (from 0 to 6 feet) Information:

- Zero desirable seedlings found in sample plots
- 100% of sample plots contained an abundance of NNIS
- NNIS found in sample plots were
  - Tatarian honeysuckle
  - Norway maple
  - buckthorn
  - privet
  - oriental bittersweet
  - autumn olive
  - multiflora rose

## Important Midstory (from 6 to 20 feet) information:

- Zero desirable saplings found in sample plots
- 100% of sample plots contained “tall woody interference”
- NNIS found in the sample plots were
  - privet
  - Tatarian honeysuckle
  - buckthorn

## Important Overstory (tall trees) information:

- Norway maple (a NNIS) was present in the overstory
- Average tree diameter = 13” dbh
- Average basal area = 90 sq ft
- Average number of trees per acre by species
  - black walnut – 40
  - Norway spruce – 32
  - Norway maple - 18
  - Scotch pine – 15
  - white pine – 13
  - black cherry – 2
  - red pine – 2
  - sugar maple – 1.5
  - burr oak – 1

**MU 2 (26.5 acres)**

## Important Understory (from 0 to 6 feet) Information:

- Zero desirable seedlings found in sample plots
- 100% of sample plots contained NNIS
- NNIS found in sample plots were
  - Tatarian honeysuckle
  - Norway maple
  - buckthorn
  - privet
  - oriental bittersweet
  - ailanthus

## Important Midstory (from 6 to 20 feet) information:

- Almost zero desirable saplings found in sample plots
- 77% of sample plots contained “tall woody interference”
- NNIS found in the sample plots were
  - Norway maple
  - Tatarian honeysuckle

## Important Overstory (tall trees) information:

- Norway maple (a NNIS) was present in the overstory
- Average tree diameter = 15” dbh
- Average basal area = 125 sq ft
- Average number of trees per acre by species
  - Norway maple – 140
  - sugar maple - 44
  - red oak – 35
  - hickory – 32
  - white oak – 24
  - red maple – 11
  - white pine – 10
  - black cherry – 10
  - black walnut – 2
  - black locust – 1
  - black oak – 1
  - aspen – 1
  - elm – 1
  - Scotch pine - 1

### **Impediments to Sustainability:**

As stated in ClearWater Conservancy's original Thompson Woods Preserve Management Plan from 2003 (and updated 2013), the original intent of creating TWP was to preserve and protect its conservation values. Additionally, TWP's Mission Statement says, in part, that the Thompson Woods Preserve Committees:

1. have the mission to provide dedicated stewardship of the TWP by restoring and protecting its ecological integrity and fostering biodiversity
2. are committed to ensuring TWP remains a thriving natural resource for current and future generations

Preserving and protecting TWP's conservation values, providing dedicated stewardship, and committing to a thriving future for TWP are all honorable objectives. These objectives are likely exactly what neighbors and users of TWP would want to drive the Committees' work. There is no doubt that the Committees, the neighbors, the users, and the community want the great benefits of TWP to last for many generations to come.

When a forest has a dedicated steward (or in this case a team of dedicated stewards), no matter what its current condition, there is great hope for positive and lasting outcomes. A dedicated forest steward can succeed and overcome any impediment to sustainability, regardless of degree of effort, investment, and/or challenge. One thing is for sure, TWP has its share of challenges and it will take both effort and investment to overcome them.

- ✓ Challenge #1: Ensuring that everyone understands the issues at hand and the dire outcomes of an unsustainable forest system

It's very easy for a person with an untrained eye to walk through TWP and "miss the forest for the trees." Aldo Leopold once wrote, "One of the penalties of an ecological education is that one lives alone in a world of wounds." Its true. Many can walk through TWP and not see a broken forest system and not see a forest filled with large native trees being replaced by invasive shrubs. To meet this challenge, TWP stewards will have to seek understanding and spread the word appropriately.

- ✓ Challenge #2: Eliminating the NNIS (understory and overstory) from TWP

The only plants growing in the understory of TWP are NNIS. If they are not eliminated, the problem will continue to get worse. As the NNIS grow in number and size, they create additional NNIS seeds. Some of these seeds will germinate and grow and others will lie dormant for years in expectation of another tree dying and allowing a gap to occur. At this point, a full attack should be planned. This will not be a casual or quick event. The elimination of NNIS from TWP is a daunting task that will take years to complete and even more years to ensure success.

- ✓ Challenge #3: Protecting the forest floor enough to allow native seeds to germinate

There are many desirable, large native trees in TWP and in all, they produce tens of thousands of seeds each year. When a desirable seed hits the ground but is fully surrounded by thick NNIS, it

won't germinate. When a desirable seed hits the ground that is void of plants, it is highly susceptible to predation from chipmunks, squirrels, turkey, and deer. When a desirable seed hits the ground and miraculously germinates, it is quickly eaten by deer and disappears. Protecting the forest floor must go hand in hand with eliminating the competing plants, but even in the absence of any competing plants, the ground must be protected to ensure desirable plant germination and survival.

- ✓ Challenge #4: Determining the best path toward protecting the forest floor and growing native plants

The correct strategy, or mix of strategies, used to protect the forest floor cannot be implemented without a fairly high degree of change and interruption. For example, a wide-scale use of an 8' tall deer fence, which is typically used in cases like this, may not be practical for TWP. Also, a wide-scale cutting of trees (chop and drop) could protect some of the area, but the necessary intensity to protect every acre may not be practical for TWP. Additionally, planting hundreds of trees per acre (each with a tree tube or wire cage protector) may not be practical for TWP. However, with these as the available options for filling the void after eliminating the invasive plants, some or all of these strategies must be employed.

The following articles may be helpful to your team of forest stewards in dealing with these challenges:

- Regenerating Hardwood Forests: Managing Competition, Deer, and Light
  - [https://www.appalachianforestconsultants.com/files/Regenerating\\_Penns\\_Woods\\_CD\\_L\\_1-05.pdf](https://www.appalachianforestconsultants.com/files/Regenerating_Penns_Woods_CD_L_1-05.pdf)
- Talkin' Bout Regeneration
  - [https://www.appalachianforestconsultants.com/files/Talkin\\_20Bout\\_20Regeneration.pdf](https://www.appalachianforestconsultants.com/files/Talkin_20Bout_20Regeneration.pdf)
- Over the Limit?
  - [https://www.appalachianforestconsultants.com/files/Over\\_the\\_Limit\\_handout.pdf](https://www.appalachianforestconsultants.com/files/Over_the_Limit_handout.pdf)

## Desired Future Forest Condition

The desired future condition of TWP would be a healthy forest that has the ability to **sustain itself**. Ideally, the next forest will be comprised of desirable, native trees that are similar to or better than its current overstory makeup.

The reality is, overstory trees do not last forever and someday they will be replaced. The answer to the question, “what will replace them someday?” can be answered very easily. The easiest way to answer the question is to take a walk and see what is currently growing on the forest floor. The answer is simply, “whatever is currently growing on the forest floor will someday replace the overstory trees.”

This is a harsh realization for the future of a forest in the condition of TWP.

In the case of TWP, there will never be a timber harvest, but still, TWP cannot escape the reality that at some point down the road, the overstory will be replaced. We must focus today’s efforts on ensuring a viable and productive native understory that is ready for someday.

The following images have been taken in PA and please notice that the overstory is still intact in almost every photo. Some will say, “there are no seedlings in TWP because there is not enough light.” This is a fallacy. Seedlings may need a gap to become a tall tree, but they do not need much light or any gap to germinate and grow for many years. A healthy forest has a constant cycle of varying ages of seedlings in the understory that are growing in the shade of an enclosed canopy.

This is a collection of what the desired future forest condition should look like:





## **Forest Management Options**

While normally, a forest management plan cuts right to the chase and presents a “prescription” to take a forest from its current condition to the desired future condition, the TWP property cannot be treated like a “normal” forest. After all, TWP is in fact a preserve that has been designated for a special purpose, is situated in a special place, and also has a special use. All of this must be factored in to any strategy that aims to move the forest in the direction of its desired future condition.

The following **Forest Restoration Strategy** presents multiple options and includes varying levels of intensity. The idea here is to allow for:

1. A full understanding of all that is entailed with each Forest Management Option presented, to include degree of effort, investment, challenge, and maintenance
2. A continuum of treatment options (from major changes to minor changes) for the Committees’ discussion and use with management decisions
3. A continuum of time spans for treatment options (from all-at-once to a lengthy/extended timeframe) for the Committees’ discussion and use with management decisions

### NOTES:

- The strategy options presented have already factored-in the “specialness” of TWP
- The strategy options presented are in order from highest effort/investment to lowest effort/investment. They are also presented in order from fastest positive impact to slowest positive impact

### **Option I:**

Option I includes a property-wide control of invasive plants (with multiple methods over multiple years), a chop and drop (of all Norway maple, all suppressed & intermediate stems, all non-productive stems) to add protective debris to the forest floor, and an optional addition of tree planting (only in protective debris).

Initial herbicide work would be a foliar spray on all NNIS. The next step would be a stem treatment on all NNIS that did not die from the foliar spray. The next steps would be two years of “mop up” herbicide work to ensure adequate control of NNIS. Then, after NNIS are adequately controlled, target trees would be cut (just felled) to add a protective layer of debris to the forest floor. Finally, if desired, trees can be planted in the protective debris.

Option I will positively impact all of TWP within 4 to 6 years. However, it is the most change in the shortest timeframe. While trails can be left open, park closures will be necessary during many parts of the operation. Additionally, Option I will create a high degree of visible change in TWP.

The following worksheet lays out the timing, acreage, and approximate costs of implementing Option I. Timing will be subject to vegetative responses of each activity.

Worksheet for Option I:

Thompson Woods Preserve Forest Management Option I							
Year	MU	Season	Activity	Acres	Activity Notes	Est Cost/ac	Est Cost
1	1	summer	foliar herbicide	12.5	aquatic label only in SMZ (1.4 ac)	\$300.00	\$3,750.00
		summer	foliar herbicide	26.5	aquatic label only in SMZ (5 ac)	\$300.00	\$7,950.00
	P/L	summer	foliar herbicide	5	selective - target plants only	\$300.00	\$1,500.00
			<b>sub-total</b>	<b>44</b>			<b>\$13,200.00</b>
1 or 2	1	any	stem treatment	12.5	aquatic label only in SMZ (1.4 ac)	\$250.00	\$3,125.00
		any	stem treatment	14.5	aquatic label only in SMZ (5 ac)	\$250.00	\$3,625.00
	P/L	any	stem treatment	5	selective - target plants only	\$250.00	\$1,250.00
			<b>sub-total</b>	<b>32</b>			<b>\$8,000.00</b>
2 or 3	1	summer	mop up herbicide	12.5	follow-up/mop up herbicide work	150	\$1,875.00
		summer	mop up herbicide	26.5	follow-up/mop up herbicide work	150	\$3,975.00
	P/L	summer	mop up herbicide	5	follow-up/mop up herbicide work	150	\$750.00
			<b>sub-total</b>	<b>44</b>			<b>\$6,600.00</b>
3 or 4	1	summer	mop up herbicide	12.5	follow-up/mop up herbicide work	100	\$1,250.00
		summer	mop up herbicide	26.5	follow-up/mop up herbicide work	100	\$2,650.00
	P/L	summer	mop up herbicide	5	follow-up/mop up herbicide work	100	\$500.00
			<b>sub-total</b>	<b>44</b>			<b>\$4,400.00</b>
3, 4, or 5	1	any	chop & drop	12.5	all Norway maple, all suppressed & intermediate, all non-productive stems includes cut-stump treatment on any living Norway maple	\$550.00	\$6,875.00
		any	chop & drop	26.5	all Norway maple, all suppressed & intermediate, all non-productive stems includes cut-stump treatment on any living Norway maple	\$550.00	\$14,575.00
				<b>sub-total</b>	<b>39</b>		
			<b>Total</b>				<b>\$53,650.00</b>
Possible Addition to Option I							
4, 5, or 6		spring or fall	tree planting	39	100 desirable seedlings/acre planted only in tops - where protected by debris (no tubes or cages)	\$520.00	\$20,280.00
			<b>sub-total</b>				<b>\$20,280.00</b>
			<b>New Total</b>				<b>\$73,930.00</b>

Approximate Yearly Cost for Option I (fast-paced):

Approx Yearly Cost for Option I (fast-paced)			
Year 1	\$13,200.00		
	\$8,000.00		
Year 2	\$6,600.00		
Year 3	\$4,400.00		
Year 3	\$21,450.00		
Year 4	\$20,280.00 (with tree planting option)		
	\$73,930.00		

Approximate Yearly Cost for Option I (slower-paced):

Approx Yearly Cost for Option I (slower-paced)			
Year 1	\$13,200.00		
Year 2	\$8,000.00		
Year 3	\$6,600.00		
Year 4	\$4,400.00		
Year 5	\$21,450.00		
Year 6	\$20,280.00 (with tree planting option)		
	\$73,930.00		

Note 1: Cost estimates are based on current information and are subject to change. Costs do not include professional fees related to set up and oversight of each activity. Also, professional fees for marking trees for chop and drop are not included. Therefore, it would be wise to use a TOTAL COST of approximately \$80,000.00 for budgeting purposes.

Note 2: The cost of educational/informational signage was not factored into the costs presented.

**Option II:**

Option II includes a property-wide control of invasive plants (with multiple methods over multiple years), a 3-acre deer enclosure, and a 2 acre tree planting (with protection).

Initial herbicide work would be a foliar spray on all NNIS. The next step would be a stem treatment on all NNIS that did not die from the foliar spray. The next herbicide steps would be two years of “mop up” herbicide work to ensure adequate control of NNIS. Simultaneous with NNIS control, a 3-acre deer fence would be constructed in MU 2. The position of the deer fence would not interfere with any trails. Additionally, a 2-acre tree planting project would be implemented. The tree planting area would be outside but adjacent to the deer fence area. All planted trees would be fully protected with wire cages.

The 3-acre deer fence and the 2-acre tree planting would be useful, over time, to the TWP Committees in communicating important aspects of what is needed to restore TWP. The combined 5-acre area would also provide valuable educational insight to any user of TWP who observes these areas over time and compares them to the surrounding forest.

While Option II will still require some park shutdowns and will create some visual changes, the changes will not be as intense as Option I. While a less intense option may be desirable to some, keep in mind that Option II does not have as much positive effect or as much lasting positive effect on TWP.

The following map shows the approximate locations of the deer fence and tree planting area.

Map 9: Showing TWP boundary (red dashed area), 3-acre deer fence (green dashed area), and 2-acre tree planting (yellow dashed area):



The following worksheet lays out the timing, acreage, and approximate costs of implementing Option II. Timing will be subject to vegetative responses of each activity.

Worksheet for Option II:

Thompson Woods Preserve Forest Management Option II							
Year	MU	Season	Activity	Acres	Activity Notes	Est Cost/ac	Est Cost
1	1	summer	foliar herbicide	12.5	aquatic label only in SMZ (1.4 ac)	\$300.00	\$3,750.00
		summer	foliar herbicide	26.5	aquatic label only in SMZ (5 ac)	\$300.00	\$7,950.00
	P/L	summer	foliar herbicide	5	selective - target plants only	\$300.00	\$1,500.00
			<b>sub-total</b>	44			\$13,200.00
1 or 2	2	any	deer fence	3	construct 8' high, woven wire deer enclosure include human access gates for internal observation	\$4,000.00	\$12,000.00
			<b>sub-total</b>				\$12,000.00
1 or 2	1	any	stem treatment	12.5	aquatic label only in SMZ (1.4 ac)	\$250.00	\$3,125.00
		any	stem treatment	14.5	aquatic label only in SMZ (5 ac)	\$250.00	\$3,625.00
	P/L	any	stem treatment	5	selective - target plants only	\$250.00	\$1,250.00
			<b>sub-total</b>	32			\$8,000.00
2 or 3	1	summer	mop up herbicide	12.5	follow-up/mop up herbicide work	150	\$1,875.00
		summer	mop up herbicide	26.5	follow-up/mop up herbicide work	150	\$3,975.00
	P/L	summer	mop up herbicide	5	follow-up/mop up herbicide work	150	\$750.00
			<b>sub-total</b>	44			\$6,600.00
3 or 4	1	summer	mop up herbicide	12.5	follow-up/mop up herbicide work	100	\$1,250.00
		summer	mop up herbicide	26.5	follow-up/mop up herbicide work	100	\$2,650.00
	P/L	summer	mop up herbicide	5	follow-up/mop up herbicide work	100	\$500.00
			<b>sub-total</b>	44			\$4,400.00
3, 4, or 5		spring or fall	tree planting	2	350 desirable seedlings/acre planted with cage protectors	\$5,000.00	\$10,000.00
			<b>sub-total</b>				\$10,000.00
			<b>Total</b>				<b>\$54,200.00</b>

Approximate Yearly Cost for Option II (fast-paced):

Approx Yearly Cost for Option II (fast-paced)	
Year 1	\$13,200.00
	\$12,000.00
	\$8,000.00
Year 2	\$6,600.00
Year 3	\$4,400.00
	\$10,000.00
	\$54,200.00

Approximate Yearly Cost for Option II (slower-paced):

Approx Yearly Cost for Option II (slower-paced)	
Year 1	\$13,200.00
Year 2	\$12,000.00
	\$8,000.00
Year 3	\$6,600.00
Year 4	\$4,400.00
Year 4 or 5	\$10,000.00
	\$54,200.00

Note 1: Cost estimates are based on current information and are subject to change. Costs do not include professional fees related to set up and oversight of each activity. Also, professional fees for marking trees for chop and drop are not included. Therefore, it would be wise to use a TOTAL COST of approximately \$60,000.00 for budgeting purposes.

Note 2: While hazard trees near the deer fence will be mitigated, the deer fence will still occasionally be damaged by falling limbs/trees. When this occurs, the damage should be repaired quickly. Sometimes the damage may require professional repair. It would be wise to add \$1,000.00 annual deer fence repair, just in case.

Note 3: The TWP Committees should designate someone to inspect the fence for damage at least 2 times a month.

Note 4: The cost of educational/informational signage was not factored into the costs presented.

### Option III:

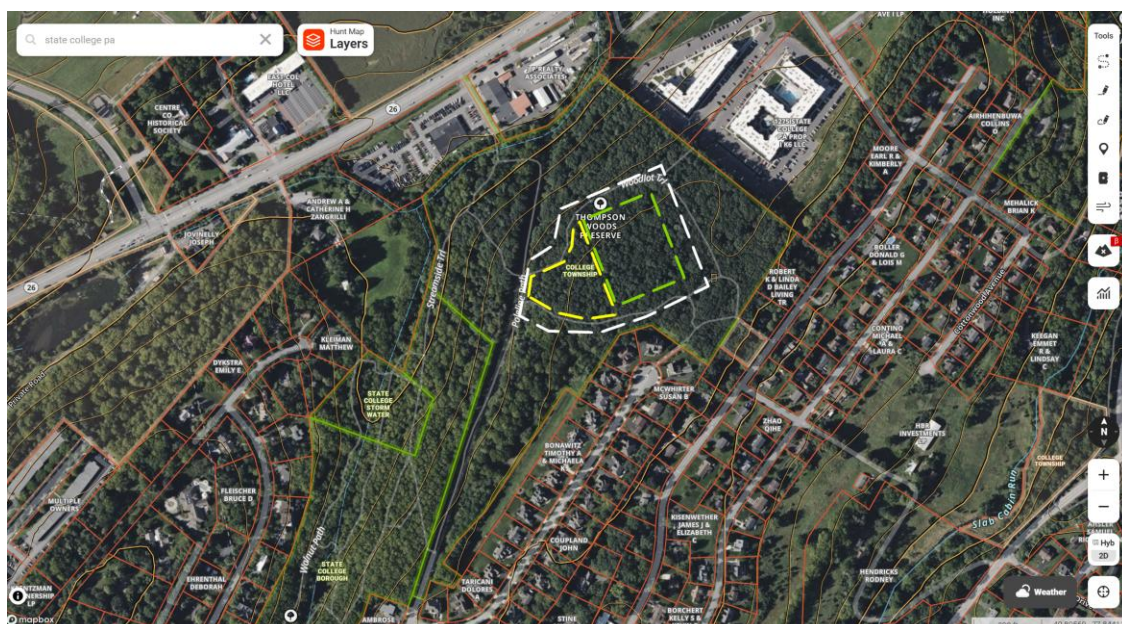
While a property-wide attack on NNIS would be advisable as soon as possible, the TWP Committees may need to PROVE the necessity of higher investment costs. Instead of a property-wide plan, Option III designates only approximately 9 acres of TWP for treatment. This 9-acre area can be considered a Pilot Project and would be very useful, over time, in garnering increased support for a larger-scale project in the future. The Pilot Project area would certainly have a positive impact on 9 acres, but it could also be used by TWP Committees to provide valuable educational insight to any user of TWP who observes this area over time and compares it to the surrounding forest.

The 9-acre Pilot Project would include 9 acres of NNIS control, a 3-acre deer fence, and a 2-acre tree planting. The location would be a very visible section of TWP that would be easily accessible for educational purposes. This 9-acre Pilot Project would highlight, over time, the many challenges that TWP faces that have been discussed in this Forest Restoration Plan (2026 Update). The goal of the Pilot Project would be to:

- Encourage a high level of observation through field tours, signage, and other educational communication
- Show members of the TWP Committees, users of TWP, and other stakeholders that the TWP forest system is broken and why
- Show members of the TWP Committees, users of TWP, and other stakeholders how investments in TWP can turn an unsustainable situation into a success story
- Positively impact approximately 9 acres of TWP and restore sustainability and forest health to the Pilot Project area
- Use the Pilot Project as an on-ramp toward a broader plan (similar to Option I) in the future

The following map shows the approximate location of the Pilot Project area.

Map 10: Showing Pilot Project area (white dashed area), 3-acre deer fence (green dashed area), and 2-acre tree planting (yellow dashed area):



The following worksheet lays out the timing, acreage, and approximate costs of implementing Option III. Timing will be subject to vegetative responses of each activity.

Worksheet for Option III:

Thompson Woods Preserve Forest Management Option III							
Year	MU	Season	Activity	Acres	Activity Notes	Est Cost/ac	Est Cost
1	2	summer	foliar herbicide		9 aquatic label only in SMZ (5 ac)	\$300.00	\$2,700.00
			<b>sub-total</b>		9		\$2,700.00
1 or 2	2	any	deer fence		3 construct 8' high, woven wire deer enclosure include human access gates for internal observation includes elimination of hazard trees near fence	\$4,000.00	\$12,000.00
			<b>sub-total</b>				\$12,000.00
1 or 2	2	any	stem treatment		9 aquatic label only in SMZ (5 ac)	\$250.00	\$2,250.00
			<b>sub-total</b>		9		\$2,250.00
2 or 3	2	summer	mop up herbicide		9 follow-up/mop up herbicide work	150	\$1,350.00
			<b>sub-total</b>		9		\$1,350.00
3 or 4	2	summer	mop up herbicide		26.5 follow-up/mop up herbicide work	100	\$2,650.00
			<b>sub-total</b>		26.5		\$2,650.00
3, 4, or 5		spring or fall	tree planting		2 350 desirable seedlings/acre planted with cage protectors	\$5,000.00	\$10,000.00
			<b>sub-total</b>				\$10,000.00
			<b>Total</b>				<b>\$30,950.00</b>

Approximate Yearly Cost for Option III:

Approx Yearly Cost for Option III		
Year 1	\$2,700.00	
	\$12,000.00	
Year 2	\$2,250.00	
	\$1,350.00	
Year 3	\$2,650.00	
	\$10,000.00	
	\$30,950.00	

Note 1: Cost estimates are based on current information and are subject to change. Costs do not include professional fees related to set up and oversight of each activity. Also, professional fees for marking trees for chop and drop are not included. Therefore, it would be wise to use a TOTAL COST of approximately \$35,000.00 for budgeting purposes.

Note 2: While hazard trees near the deer fence will be mitigated, the deer fence will still occasionally be damaged by falling limbs/trees. When this occurs, the damage should be repaired quickly. Sometimes the damage may require professional repair. It would be wise to add \$1,000.00 annual deer fence repair, just in case.

Note 3: The TWP Committees should designate someone to inspect the fence for damage at least 2 times a month.

Note 4: The costs of educational/informational signage, field tours, etc were not factored into the costs presented.

**Option IV:**

A good forest plan should always include a “do nothing” option. In other words, doing nothing is always an option. However, if you’ve carefully read the previous pages of this document as well as the past TWP plans, you should realize that continuing to do nothing will have repercussions. Arguments for doing nothing may include:

- Saving the expense associated with forest management and forest health restoration
- Avoidance of the potential public outcry related to major visual changes of TWP
- Doing nothing is often the easiest path to take

There is no doubt that the short-term cost (none) of choosing to do nothing is enticing. It is likely equally enticing to avoid “rocking the boat” with regard to potential public outcry. And, yes, doing nothing would be the easiest path to take. However, as with most everything in life, doing the right thing is likely not the cheapest or easiest option.

The following are the potential repercussions related to a hands-off approach in TWP:

- NNIS will continue to proliferate
- NNIS will continue to outgrow and displace native plants
- The plants currently growing in the understory will someday become the majority plants in TWP
- A forest that currently includes tall, beautiful, native trees will someday become primarily a shrubland that is filled with NNIS

“The best way out is always through.”

Robert Frost

“Don’t be afraid to give up the good to go for the great.”

Steve Prefontaine



# COLLEGE TOWNSHIP

## MEMORANDUM

**To:** College Township Council

**From:** Mike Bloom, Assistant Township Manager

**Re:** NB-1.b. TWP Committee Structure

**Date:** March 24, 2026 for April 2<sup>nd</sup> meeting

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### **Background:**

The Governance Structure for Thompson Woods Preserve has been in place for more than 2.5 years and as with any such organization, there is value in evaluating its operational efficiency and effectiveness.

At its onset, the Intermunicipal Cooperation Agreement between State College Borough and College Township established a two-committee structure consisting of the following:

- A separate, jointly appointed **Governance Committee** with the purpose of:
  - Providing purpose-focused oversight of all Preserve matters;
  - Making requests for maintenance and repairs to the appropriate party(s);
  - Coordinating the work and initiatives recommended by the Advisory Committee;
  - Providing a forum for the public on matters related to the Preserve.
  
- An **Advisory Committee**, which is a strictly advisory body with the purpose of:
  - Identifying issues or potential projects within the Preserve for consideration by the Governance Committee;
  - Providing insight and/or technical recommendations to the Governance Committee on matters related to the stewardship of the Preserve consistent with the prevailing management plan and property covenants;
  - Responding to requests made by the Governance Committee.

The Governance Committee organized in a formal manner like other municipal Authorities, Boards and Commissions, with a publicly advertised regular meeting schedule and officers (Chair/Vice Chair). While the Advisory Committee opted to remain an informally organized, ad-hoc committee that would meet on an as needed basis for more project specific purposes.

### **Evaluation:**

For a variety of reasons, the two-committee structure has not worked entirely as envisioned.

The Governance Committee has continued to meet on a regular basis, aided in organizing communications and workflows, fostered relationships with partners and outside agencies (Clearwater Conservancy, Penn State) and has produced a modest number of smaller maintenance-type projects.

## NB-1.b.

The Advisory Committee has not met regularly and has not been engaged in any project development since early 2024. While well intended, the committee's informal, ad-hoc structure has not been a benefit. Staff capacity limitations have also compounded the limited engagement of the Advisory Committee.

As such, the Governance Committee has to an extent assumed the responsibilities of the Advisory Committee.

### **Recommendation:**

The Governance and Advisory Committees each met in February recommended a proposal to consolidate the structure into a singular 12-member Governance Committee comprised of the following:

Five (5) voting members including:

- Two (2) College Township appointees
- Two (2) State College Borough appointees
- One (1) CRPRA appointee, this appointee should be a member of the CRPRA Board or a designee approved by the CRPRA Board, who does not represent or reside in either the Township or Borough.

Seven (7) non-voting, ex-officio members representing the following stakeholders:

- One (1) representative from the Clearwater Conservancy
- One (1) representative from Centre Region Parks and Recreation
- One (1) representative from the Vallimont Home Owner Association
- One (1) representative from the Thompson Woods Property Owners' Association
- Up to three (3) total representatives, with no more than one (1) from each, of the following:
  - Centre County Conservation District,
  - Penn State Department of Ecosystem Science and Management,
  - DCNR

Attached for Council's review are the following:

- Draft Amended Intermunicipal Agreement
- Draft Resolution R-26-12

### **Action Requested:**

Council is asked to consider consolidation of the Thompson Woods Preserve governance structure into a singular Governance Committee.

Consolidation of the structure would require a motion to approve Resolution R-26-12 to amend the Intermunicipal Agreement between College Township and State College Borough pertaining to the Thompson Woods Preserve Governance Structure.

**INTERMUNICIPAL COOPERATION AGREEMENT AMENDMENT  
THOMPSON WOODS PRESERVE GOVERNANCE**

THIS INTERMUNICIPAL COOPERATION AGREEMENT (this “Agreement”) originally adopted on 15th day of September, 2022, amended in May 2024, and hereby amended on this \_\_\_\_ day of April, 2026, and is by and between the following parties holding joint ownership of the property known as the Thompson Woods Preserve (Preserve):

The Township of College, Centre County, Pennsylvania (“Township”), a political subdivision, with an address of 1481 East College Avenue, State College, PA 16801,

And

The Borough of State College, Centre County, Pennsylvania (“Borough”), a political subdivision, with an address of 243 South Allen Street, State College, PA 16801.

**BACKGROUND**

The Preserve consists of two forest parcels (eastern and western parcels) separated by a utility right-of-way. The primary appeal of the public preserve is its natural setting and the unique natural features that it contains in an area within walking distance of downtown State College and the Pennsylvania State University. Because of its location in the urban setting, this natural parcel of land is extremely vulnerable to perturbation and further disturbance. Therefore, the Preserve is restricted to passive outdoor recreation use, which implies that activities will minimize disturbance of natural plant and wildlife communities.

Since acquisition of the Preserve in November 2000, there has been minimal investment made in the property by the Township and Borough. Necessary repairs and maintenance have been completed primarily by the Centre Regional Parks and Recreation Authority (CRPRA), which identifies the Preserve as a regional facility. These efforts have been augmented occasionally by municipal staff. Clearwater Conservancy has continued to perform annual inspections of the Preserve to ensure consistency with the prevailing property management plan.

However, now 20+ years since its initial creation and following 2018 dissolution of the Thompson Woods Preserve Subcommittee, the property is in need of more directed management oversight

**WITNESSETH**

**WHEREAS**, The Intergovernmental Cooperation Act, 53 Pa C.S. Ch. 23 Subchapter A and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania authorize municipalities to enter into joint intermunicipal agreements with other municipalities in the exercise of the respective governmental functions, powers or responsibilities; and

**WHEREAS**, in 1999, the Thompson Woods Residential Subdivision (Residential Subdivision) was initially proposed and The Clearwater Conservancy of Central Pennsylvania, Incorporated (Clearwater Conservancy) expressed an interest in acquiring the residual tract, immediately adjacent, but not included as part of, the Residential Subdivision; and,

**WHEREAS**, in January 2000, The Clearwater Conservancy secured a \$500,000 Pennsylvania Department of Conservation of Natural Resources (DCNR) Land Trust grant for the acquisition of the residual tract; and

**WHEREAS**, The Township, the Borough and the general public contributed \$232,000, \$75,000 and \$175,000 respectively toward the property acquisition; and

**WHEREAS**, in October 2000, the Residential Subdivision under the ownership of Charles H. Smith, James B. Smith and Thomas L. Smith Partnership (Smith Partnership) was approved; and,

**WHEREAS**, on November 13, 2000, a sales agreement was reached between the Smith Partnership and Clearwater Conservancy for the 43.36 acre residual tract remaining from the Residential Subdivision, identified and more fully described as Lots 46 and 47 on a Final Subdivision Plan known as Thompson Woods Preserve dated October 16, 2000; and

**WHEREAS**, the November 13, 2000 sales agreement between the Smith Partnership and Clearwater Conservancy included as a condition for closure the recording of a conservation easement for the property including a list of covenants which run with the land; and,

**WHEREAS**, on November 13, 2000, Clearwater Conservancy transferred the deeds of the Thompson Woods Preserve to the Township (36.61 acres) and the Borough (6.75 acres); and,

**WHEREAS**, the parties agreed to vest responsibility for decisions related to the maintenance of the Thompson Woods Preserve with the Centre Region Parks and Recreation Authority (CRPRA); and

**WHEREAS**, The CRPRA assigned the governance role for the Thompson Woods Preserve to the Millbrook Marsh Nature Center Advisory Community, who subsequently formed the Thompson Woods Preserve Subcommittee to fulfill this role; and

**WHEREAS**, in November 2003, the Thompson Woods Preserve Management Plan was prepared by Clearwater Conservancy to honor the obligations incumbent upon accepting the Land Trust Acquisition grant from DCNR and approved by all parties, with said plan subsequently updated in July 2013; and,

**WHEREAS**, the Thompson Woods Preserve Subcommittee continued to fulfill its obligations until October 2018, when the subcommittee was dissolved by the Millbrook Marsh Nature Center Advisory Community for lack of activity; and,

**WHEREAS**, with dissolution of the Thompson Woods Preserve Subcommittee, a new governance structure is required for Thompson Woods Preserve to ensure proper adherence to the property covenants and the Thompson Woods Preserve Management Plan; and,

**NOW, THEREFORE**, in consideration of the interests set forth herein, and intending to be legally bound hereby, the Township and Borough agree as follows:

## ARTICLE I: PURPOSE & OBJECTIVES

This Intermunicipal Cooperation Agreement between the Township and Borough is intended to establish a new governance structure for the jointly owned property known as the Thompson Woods Preserve. This new governance structure shall consist of the following:

- A separate, jointly appointed **Governance Committee** with the purpose of:
  - Providing purpose-focused oversight of all Preserve matters;
  - Identifying issues or potential projects within the Preserve;
  - Providing insight and/or technical recommendations on matters related to the stewardship of the Preserve consistent with the prevailing management plan and property covenants
  - Making requests for maintenance and repairs to the appropriate party(s);
  - Coordinating the work and initiatives of consultants where approved and authorized by the Township and Borough;
  - Providing a forum for the public on matters related to the Preserve.

The objective of this governance structure is to provide for more formal and consistent management oversight of the Preserve. Thus ensuring more proactive stewardship of the property in a manner consistent with the prevailing property management plan and covenants running with the land.

## ARTICLE II: STRUCTURE OF COMMITTEE

The **Governance Committee** shall be a separate, jointly appointed board comprised of twelve (12) members, of which, five (5) shall be voting members and seven (7) shall be non-voting, ex-officio members.

The **Governance Committee** shall include the following five (5) voting members:

- Two (2) College Township appointees
- Two (2) State College Borough appointees
- One (1) CRPRA appointee, this appointee should be a member of the CRPRA Board or a designee approved by the CRPRA Board, who does not represent or reside in either the Township or Borough.

The **Governance Committee** shall also include seven (7) non-voting, ex-officio members representing the following stakeholders:

- One (1) representative from the Clearwater Conservancy
- One (1) representative from Centre Region Parks and Recreation
- One (1) representative from the Vallimont Home Owner Association
- One (1) representative from the Thompson Woods Property Owners' Association
- Up to three (3) total representatives, with no more than one (1) from each, of the following:
  - Centre County Conservation District,
  - Penn State Department of Ecosystem Science and Management,
  - DCNR

The Township and Borough are solely responsible from appointment of their **respective voting representatives** and may designate an alternate for each appointee, if so required.

The CRPRA is solely responsible for the appointment of their **voting representative** and may designate an alternate for the appointee, if so required.

The Township, Borough and CRPRA have the discretion to remove their own respective appointee at any time for any reason.

A party requesting the removal of another party's appointee must do so in writing and removal requires a majority vote of both the Township and Borough Councils.

Each of the stakeholders is solely responsible for the appointment of their **non-voting, ex-officio representative** and may designate an alternate for the appointee, if so required.

A party requesting the removal of any another stakeholder's representative must do so in writing and removal requires a majority vote of both the Township and Borough Councils.

### **ARTICLE III: DURATION, CHANGES IN STRUCTURE AND TERMINATION**

The term of office for appointees to the Governance Committee shall be two (2) years with no limitation on the number of concurrent terms held by any individual appointee.

Members appointed to a vacancy shall serve for the remainder of the unexpired term.

The duration of this agreement and governance structure for the Preserve is perpetual unless and until terminated by a majority vote by the governing body of either party.

### **ARTICLE IV: AUTHORITY AND POWERS**

By virtue of the authority set forth in Intergovernmental Cooperation Act, 53 Pa C.S. Ch. 23 Subchapter A and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, the Township and Borough hereby create a governance structure for the Preserve consisting of the following committee with the assigned authority and powers described herein:

- **Governance Committee** is assigned the responsibility of:
  - Providing purpose-focused oversight of all Preserve matters;
  - Identifying issues or potential projects within the Preserve;
  - Providing insight and/or technical recommendations on matters related to the stewardship of the Preserve consistent with the prevailing management plan and property covenants
  - Making requests for maintenance and repairs to the appropriate party(s);
  - Coordinating the work and initiatives of consultants where approved and authorized by the Township and Borough;
  - Providing a forum for the public on matters related to the Preserve.

The Township and Borough retain the following authority and powers related to the stewardship of the Preserve:

- Appointment of their respective voting representatives to the Governance Committee;
- Removal of representatives upon majority vote of the Township and Borough Councils;
- All financial responsibilities including, but not limited to:
  - Annual budgeting;
  - Purchasing of any and all materials or equipment;
  - Hiring and payment of staff;
  - Execution of contracts with and payment of contractors or vendors.

**ARTICLE V: FINANCIAL OBLIGATIONS FORMULA**

**Collectively Funded Investments:**

For investments that maintain, preserve, enhance or in any other manner benefit the entire Preserve, the following cost formula, which reflects the percentage of ownership in the 43.36 acre Preserve, shall be observed:

<b>Partner</b>	<b>Acreage Owned</b>	<b>Funding Share</b>
College Township	36.61 acres	84.43%
State College Borough	6.75 acres	15.57%

Examples of projects that benefit the larger Preserve would include, but not be limited to:

- Management of Forest Resources and Invasive Species;
- Maintenance, enhancement or expansion of the trail facilities;
- Maintenance, enhancement or expansion of the support facilities;
- New or replacement of Preserve signage;
- Policing of the Preserve;
- Legal costs associated with the policing or stewardship of the Preserve.

**Individually Funded Investments:**

In the limited instances where an investment will maintain, preserve, enhance or in any other manner benefit only one of the individually owned portions of the Preserve, this investment shall be the sole responsibility of the property owner.

**ARTICLE VI: SEVERABILITY**

If any sentence, clause, phrase or section of this Agreement is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, phrases, sections or parts of this Agreement.

It is hereby declared as the intention of the Township and Borough that this Agreement would have been adopted had such unconstitutional, illegal or invalid sentence, clause, phrase, section or part thereof not been included therein.

**ARTICLE VII: REPEALER**

Any other Agreement or parts thereof inconsistent with this Agreement be and are hereby expressly repealed.

**IN WITNESS WHEREOF**, each of the parties hereto, intending to be legally bound, pursuant to proper authorization of and by its governing body, has caused this agreement to be executed by its duly authorized officers as of the day and year first written above.

**COLLEGE TOWNSHIP COUNCIL:**

\_\_\_\_\_  
Susan Trainor, Chair

**ATTEST:**

\_\_\_\_\_  
Adam T. Brumbaugh, Manager/Secretary

**STATE COLLEGE BOROUGH COUNCIL:**

\_\_\_\_\_  
Thomas J. Fontaine, II, Manager/Secretary

**ATTEST:**

\_\_\_\_\_  
Dianna S. Walter, Assistant Borough Secretary

**TOWNSHIP OF COLLEGE  
CENTRE COUNTY PENNSYLVANIA**

**RESOLUTION R-26-12**

**A RESOLUTION OF THE TOWNSHIP of COLLEGE, CENTRE COUNTY,  
PENNSYLVANIA, FOR THE PURPOSES OF AMENDING THE INTERMUNICIPAL  
COOPERATION AGREEMENT WITH THE BOROUGH of STATE COLLEGE, CENTRE  
COUNTY, PENNSYLVANIA, PURSUANT TO THE GOVERNANCE STRUCTURE FOR  
THE JOINTLY OWNED PROPERTY KNOWN AS THOMPSON WOODS PRESERVE**

**WHEREAS**, The Intergovernmental Cooperation Act, 53 Pa C.S. Ch. 23 Subchapter A and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania authorize municipalities to enter into joint intermunicipal agreements with other municipalities in the exercise of the respective governmental functions, powers or responsibilities; and

**WHEREAS**, in September 2022, the Borough of State College and the Township of College (“**Parties**”), entered an Intermunicipal Cooperation Agreement (“**Agreement**”) pursuant to establishing the governance structure for the jointly owned property known as Thompson Woods Preserve; and

**WHEREAS**, in May 2024, the Borough of State College and the Township of College (“**Parties**”), amended the Intermunicipal Cooperation Agreement (“**Agreement**”) pursuant to the structure of the Governance Committee; and

**WHEREAS**, the Governance and Advisory Committees have recommended to the Parties an amendment to Articles I, II, III, & IV of the Agreement to effectively merge the Governance and Advisory Committees into a single Governance Committee; and

**NOW THEREFORE BE IT RESOLVED,**

That the Council of the Township of College, Centre County, Pennsylvania does hereby authorize amendment of Articles I, II, III, & IV of the Agreement to effectively merge the Governance and Advisory Committees into a single Governance Committee, and assign the new Governance Committee’s Purpose & Objectives, Structure, Duration, Changes in Structure and Termination, and Authority & Powers.

**DULY ADOPTED** this 2nd day of April, 2026, by the Council of the Township of College, Centre County, Pennsylvania.

**TOWNSHIP of COLLEGE COUNCIL:**

\_\_\_\_\_  
Susan Trainor, Chair

**ATTEST:**

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Adam Brumbaugh, Manager



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**UNIVERSITY AREA JOINT AUTHORITY**

1576 Spring Valley Road  
State College, PA 16801

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**EXECUTIVE DIRECTOR'S REPORT**

March 18, 2026

## INFORMATION ITEMS

### State College Borough Delinquency

The unpaid balance for the State College Borough is \$4,630,354.01.

## ACTION ITEMS

### 2. Approval of the Minutes

### 3. Public Comment

#### 3.1 Other items not on the agenda

### 4. Old Business

None

### 5. New Business

#### 5.1 Change Order No. 06 Contract 2022-03 Myco Mechanical (HVAC)

This change order is for a damper in the dryer building, and heaters in the Anaerobic Building garage and Thickening building. During the extreme cold weather, it became quite apparent that additional heating was needed to keep areas from freezing in the future. The total for the change order is \$38,695.12 and the addition of three days to the contract time.

**Recommendation:** Approve Change Order No. 06, Contract 2022-03, in the amount of \$38,695.12 and the addition of three days.

#### 5.2 Change Order No. 11 Contract 2022-04 Hayden Power Group

This change order is for additional lights, pressure switches, and a flow meter, and a credit for the elimination of several light switches, as well as modification of wiring. The net amount is \$28,672.15.

**Recommendation:** Approve Change Order No. 11 Contract 2022-04 in the amount of \$28,672.15.

#### 5.3 Biosolids Processing Contract Denali Water Solutions LLC

Included in the agenda report is a draft agreement between UAJA and Denali Water Solutions LLC for processing biosolids. The agreement does not commit UAJA to a set quantity to receive, nor does it commit Denali to supplying a set quantity of biosolids. Most of the conditions are the same as our other already executed biosolids processing agreements.

**Recommendation:** Approve the Biosolids Processing Agreement with Denali Water solutions LLC, as presented.

#### 5.4 Organics Processing Contract Organix Recycling LLC

Included in the agenda report is a draft agreement between UAJA and Organix Recycling LLC for processing organics. The agreement does not commit UAJA to a set quantity to receive, nor does it commit Organix to supplying a set quantity of organics. Most of the conditions are the same as our other already executed organics processing agreements.

**Recommendation:** Approve the Organics Processing Agreement with Organix Recycling LLC, as presented.

#### 5.5 Requisitions

BRIF #1067	Rettew Main Station Rehab Project- Engineering	\$985.00
BRIF #1068	Greenland Construction Main Station Rehab Project	\$57,190.50
<b>TOTAL BRIF-</b>		<b>\$58,175.50</b>
Construction Fund #060	Rettew Sludge Drying Project- Engineering	\$132,058.00
Construction Fund #061	Sherwood Logan Sludge Drying Project- Headworks Screens	\$721,808.00
Construction Fund #062	Grainger Sludge Drying Project- Start Up Supplies	\$10,988.16
Construction Fund #063	L/B Water Sludge Drying Project- Valve	\$2,447.95
Construction Fund #064	Best Line Equipment Sludge Drying Project- Scissor Lift	\$81,044.00
Construction Fund #065	ULINE Sludge Drying Project- Start Up Supplies	\$727.04
Construction Fund #066	Hach Company Sludge Drying Project- Start Up Supplies	\$9,198.51
Construction Fund #067	Quandel Construction Group Pay App. #27- Sludge Drying Project-General	\$684,022.50
Construction Fund #068	Myco Mechanical Pay App. #17- Sludge Drying Project-Plumbing	\$83,354.48
Construction Fund #069	Myco Mechanical Pay App. #22- Sludge Drying Project-HVAC	\$55,054.25

Construction Fund #070	Hayden Power Group Pay App. #23- Sludge Drying Project-Electrical	\$291,055.19
<b>TOTAL 2025 CONSTRUCTION FUND (Biosolids)-</b>		<b>\$2,071,758.08</b>
Revenue Fund #226	Debt Service, Operation and Maintenance Expenses	\$1,250,000.00
<b>TOTAL REVENUE FUND-</b>		<b>\$1,250,000.00</b>

**6. Reports of Officers**

**7. Other Business**

**Executive Session – to discuss real estate negotiations.**

**8. Adjournment**

## Traffic Signal Projects List

- **E. College Ave. & Struble Rd.** – Complete signal rebuild – Railroad & PennDOT Project. Supposed to be completed in 2024.
  - 05/06/2024 Amy signed permit drawings. August 2024 is possible start of project.
  - Advised that the project will begin late 2024 or early 2025.
  - 09/26/2024 The equipment has been ordered and will take 8-12 weeks.
  - 01/08/2025 The project has been pushed back until March or April 2025.
  - **Centre Co. Grant for \$12,000.00**
  - There is a site meeting scheduled for April 11, 2025.
  - 07/14/2025 The poles & arms are to be within the next week
  - 08/29/2025 The poles and arms have been delivered.
  - 10/16/2025 Signal contractor stated this project will not start until Spring 2026.
  
- **2023 East College Ave. System (4 signals)** – Replace signal heads, update timing plans, add additional radar units, & programmable signal heads – 2023 ARLE Grant – Grant awarded **No additional cost to the Twp.**
  - 04/29/2024 - Adam signed the PennDOT agreement.
  - 07/31/2024 Nick from Trans Assoc. is starting to put together a proposal.
  - 09/09/2024 Nick will be starting the traffic counts soon.
  - 09/16/2024 The traffic counts have been completed.
  - 01/06/25 Nick is waiting for comments from District 2 on the analysis and final design should be done in the next week.
  - 02/12/2025 Nick is still waiting to hear back from PennDOT with comments.
  - 03/10/2025 PennDOT sent review comments to Nick.
  - 09/03/2025 Nick is working on the design of the upgrades per PennDOT comments

- 11/10/2025 The project is out to bid.
- Dec. 2025 Dixon Electric was the low bidder and was awarded the project.
  
- **2024 East Park Avenue Systems (7 signals) – Upgrade Ped Crossings, new signal heads, replace loops with radar, and update timing plans – submitted to PennDOT for 2024 GLG Grant**
  - 07/31/2024 PennDOT awarded the grant **Twp. budget will be \$117,000.00**
  - 08/26/2024 Adam signed the Grant Agreement.
  - 01/06/25 Nick provided an engineering proposal of \$67,500 for this project.
  - 02/04/2025 The engineering agreement was signed and sent to Nick.
  - 
  - 02/12/2025 Nick from Trans hopes to start the traffic study in the next few weeks. 03/10/2025 Trans held a Kick-off meeting with PennDOT & CT.
  - 06/04/2025 Nick from Trans notified me that he has submitted the requested data to PennDOT for evaluation.
  - 09/02/2025 Nick is still waiting for comments from PennDOT
  - 09/17/2025 PennDOT sent Nick more comments for the project
  - 11/12/2025 Nick will be resubmitting to PennDOT within the next week.
  
- **2025 Replace pad mount cabinet with all equipment and new signal heads at E. College Ave. @ Decibel Rd. – Ready to go out to bid. 2025 Budget \$160,000**
  - 08/26/2025 Bids were opened, and M & B Services was the low bidder.
  
- **2025 Replace pole mount cabinet with pad mount cabinet and new signal heads at E. College Ave. @ Shiloh Rd. – Ready to go out to bid. 2025 Budget \$160,000**
  - 08/26/2025 Bids were opened, and M & B Services was the low bidder.

- **2025 University Drive & Curtin Road Signal Replacement – GLG grant application is due by Feb. 28, 2025. Grant Application was submitted on Feb. 27, 2025. If awarded the grant, the Twp. will need to budget \$126,000 in 2026-2027.**
  - 09/04/2025 PennDOT should notify the Twp. by the end of 2025 or early 2026.
  - 12/30/2025 The Twp. was awarded the GLG Grant.
  - 02/11/2026 Nick from Trans Associates held a kickoff meeting with PennDOT via Teams.
  
- **2025 East College Avenue Project Phase 2 ARLE Grant**
  - Nick from Trans submitted a pre-scoping application for the next phase of the project and on May 29, 2025, Nick was notified that the pre-scoping app was approved. Nick will be submitting a formal application by June 30, 2025 for **\$203,000 with no twp. match.**
  - 09/04/2025 Nick is doing design work per PennDOT comments.
  - 10/06/2025 Jon from PennDOT advised that they are reviewing the updated design work.
  - The Grant was awarded on Feb. 10, 2026.
  - 02/20/2026 Adam signed grant agreement.
  
- **2026 Replace Pad Mount Cabinet & Equip - \$160,000 2026 Budget E. College Ave @ Elmwood St. (CT-4)**
  
- **2026 Replace Pad Mount Cabinet & Equip. - \$160,000 2026 Budget Park Ave. @ Stadium West Dr. (CT-25)**

**As of March 16, 2026**

# Status of Traffic Signal Grants

## 1. 2023 East College Avenue System – **ARLE Grant \$146,320 / No Twp. COST**

- 01/30/2024 Awarded Grant
- 02/05/2024 AB signed Grant request.
- 07/02/2024 Received executed agreement from PennDOT.
- 09/09/2024 Nick from Trans is going to start the traffic counts for this project.
- 09/16/2024 Trans Assoc. has completed the traffic counts.
- 11/05/2024 Nick is in process of drawing up plans to be submitted to PennDOT.
- 02/12/25 Nick from Trans advised that he is waiting on comments from PennDOT.
- 03/10/2025 PennDOT gave Nick their review comments.
- 09/02/2025 Nick is doing design work from PennDOT comments
- 10/06/2025 Sent Nick an email for a update. Nick called & advised that this project may go out to bid before the end of the year.
- 11/10/2025 Project is out to bid. Bid opening on Dec. 9, 2025.
- Dixon Electric was the low bidder and awarded the project.

## 2. 2024 Park Avenue Systems – **GLG Grant \$463,117 / TWP. COST \$117,000.00**

- 02/23/2024 Submitted to PennDOT.
  - 07/31/2024 Awarded the Grant
  - 08/26/2024 received executed agreement from PennDOT.
  - 02/12/2025 Nick from Trans is hoping to get the traffic study done in the next few weeks.
  - 03/10/2025 Trans held a kick-off meeting with PennDOT. 06/04/2025 Nick submitted requested data to PennDOT for review.
  - 09/02/2025 Nick is still waiting for comments from PennDOT
  - 10/06/2025 Sent Nick an email for an update. Nick called & advised that this project will NOT go out to bid before the end of the year.
  - 11/12/2025 Nick advised that he will be resubmitting to PennDOT within the next week.
  - 11/21/2025 Nick submitted revisions to PennDOT D-2
- \*MUST BE COMPLETED BY MAY 15, 2027\***

**3. 2025 University Dr. & Curtin Rd. Signal Replacement – GLG Grant  
\$503,700 / TWP. COST \$126,000.00 (2026-2027)**

- Pre-scoping application has been submitted to PennDOT and has been approved to move forward to submit the full application before Feb. 28, 2025.
  - Application was submitted on Feb. 27, 2025. We will be notified by the end of 2025 or early 2026.
  - 12/30/2025 We were awarded the grant
  - 01/09/2026 Adam signed the grant agreement
  - 02/11/2026 Trans Associates held a kickoff meeting with PennDOT via Teams
- \*Project must be completed by June 30, 2028\***

**4. 2025 E. College Ave. Phase 2 upgrades ARLE Grant \$203,062 / NO Twp.  
COST**

- 04/29/2025 Pre-scoping form was submitted by Nick from Trans Associates.
- 05/28/2025 Nick was notified the pre-scoping form has been approved and he must submit a formal application by June 30, 2025, and we should be awarded the grant by the end of the year or when PA passes the budget.
- Nick submitted a formal application
- We will be notified by early 2026.
- 02/10/2026 Grant was awarded
- 02/20/2026 Adam signed the grant agreement.

**5. 2026 Shiloh Rd. & Dreibelbis St. Signal Upgrade GLG Grant \$190,175 /  
Twp. Cost \$48,000 2027 Budget Item**

- 11/10/2025 Submitted pre-scoping form
- 02/17/2026 Pre-scoping approved, authorized to submit application
- 03/16/2026 Submitted Application

**Status as of 03/16/2026**