

Meeting Agenda
Borough of State College Council
Regular Meeting
Monday, February 6, 2023
7:00 p.m.

Please note: The Borough Council Regular Meeting will be a hybrid meeting – held in person in the State College Municipal Building and via Zoom for participants who are unable to attend in person. The Zoom link is:

https://us02web.zoom.us/webinar/register/WN_63S8H459Tle7OVKTUOuiGg

I. Call to Order

II. Moment of Silence and Pledge of Allegiance

III. Roll Call

Ezra Nanes, Mayor
Jesse L. Barlow, Council President
Deanna M. Behring
Janet P. Engeman
Nalini Krishnankutty
Peter S. Marshall
Gopal Balachandran
Divine Lipscomb

IV. Virtual Meeting Procedure Overview

V. Public Hearing

A. Hearing on Application for Conditional Use Permit for Motor-Vehicle-Oriented Business at 605 University Drive

Council will hold a public hearing on an Application from Resham Dadra for a Conditional Use Permit [Pages 7-28] to operate a Motor-Vehicle-Oriented Business (MVOB) at 605 University Drive, formerly Sunoco fuel and service station. Terry Williams, the Borough Solicitor, will conduct the hearing.

The purpose of the hearing is to receive testimony on the application and is limited in scope to those specific matters related to the Conditional Use Application for the operation of a MVOB.

After concluding the public hearing, Council should direct the Solicitor to prepare a written decision for consideration at the March 6, 2023, Council meeting.

VI. Proclamations, Resolutions, and Special Business

A. Proclamations

- a. Black History Month - Mayor Nanes will issue a Proclamation declaring February as Black History Month. *[Pages 29-30]*
- b. City of THON - Mayor Nanes will issue a Proclamation renaming the Borough of State College as the “City of THON” for the THON 2023 weekend. *[Pages 31-32]*
- c. National School Counseling Week – Mayor Nanes will issue a Proclamation declaring February 6 – 10, 2023, as National School Counseling Week on behalf of the State College Area School District school counselors. *[Pages 33-34]*

B. Special Business

- a. Planning Commission Annual Report and Work Plan - Zoe Boniface, Chair of the Planning Commission, will highlight the Commission’s 2022 activities and present the proposed 2023 Work Plan for Council’s consideration. *[Pages 35-36]*
- b. Shade Tree Commission Annual Report and Work Plan - Lynn Herman, Chair of the Shade Tree Commission, and Elaine Schuckers, Vice Chair, will present the Commission’s proposed 2023 Work Plan for Council’s consideration and review the Commission's recent activities. *[Pages 37-38]*
- c. LGBTQ Advisory Committee Annual Report – Sonya Wilmoth, Co-Chair of the LGBTQ Advisory Committee, will highlight the Committee’s 2022 activities and present the proposed 2023 Work Plan for Council’s consideration. *[Pages 39-40]*
- d. Design Review Board Annual Report and Work Plan – Laird Jones, Chair of the Design Review Board, will highlight the Board’s 2022 activities and present the proposed 2023 Work Plan for Council’s consideration. *[Pages 41-42]*

VII. Public Hour

Anyone in the audience wishing to address Council with an item that is not on the agenda should ask to be recognized at this time. Each speaker will have four minutes to present comments to Council.

VIII. Consent Items

Recommendation: Staff recommends that Council approve the following Consent items. (Attached to the agenda beginning on *Page 43* is the background information.)

- A. Approve Payroll and Accounts Payable vouchers for the month ended January 31, 2023, totaling \$5,206,335.62.
- B. Accept Lane LaBelle's resignation from the LGBTQ Advisory Committee. *[Pages 43-44]*
- C. Accept Brian Schultz's resignation from the Transportation Commission. *[Pages 45-46]*
- D. Approve a Reimbursement Resolution for the (Calder Way) Sewer Line Improvement Project to enable the use of General Fund monies for temporary financing of eligible project expenses that can be reimbursed from an anticipated future PENNVEST loan award in the amount of \$2,303,853. *[Pages 47-48]*
- E. Accept a loan award offer in the amount of \$2,440,892 loan from PENNVEST for Calder Way Stormwater Improvements between Fraser and McAllister Streets. The loan is a 20-year loan with an interest only period from Years 1-5 at a rate of 1.743%, then a rate of 2.179% from Years 6 to maturity. A copy of the funding offer is attached. *[Pages 49-62]*
- F. Approve the execution of a three (3) year software licensing agreement with ESRI expiring January 2026. *[Pages 63-64]*
- G. Approve a Resolution authorizing the COG Intermunicipal Agreement to Transfer Ownership of the COG Building to the Centre Region Council of Governments. *[Pages 65-88]*
- H. Approve of the use of the Sidney Friedman Park for the Rhoneymeade Festival on June 2, 2023. *[Pages 89-92]*
- I. Approval of the following minutes:

January 9, 2023	Public Hearing	<i>Pages 93-96</i>
January 9, 2023	Regular Meeting	<i>Pages 97-102</i>

IX. General Policy and Administration

- A. Resolution No. 1343 Approving the Liquor License Transfer Request, With Conditions, – 134 S Allen Street, Inc

134 State College, Inc (d/b/a Brothers Bar & Grill) has applied to transfer Restaurant Liquor License, R-21263, from 418 Westerly Parkway, Fuji &

Jade Garden, Inc., to 134 S Allen Street. This license is one of a limited number of licenses previously approved for intermunicipal transfer into the Borough.

Council held a public hearing on this application on January 9, 2023.

Based on testimony provided at the hearing, Resolution #1343 *[Pages 103-114]* approves this application with conditions. During the hearing, the applicant committed to a food menu stipulation, but requested that approval not include conditions for a food beverage ratio and drink container size limit. The Agreement includes conditions for a Food Stipulation, Contemporaneous Food and Alcohol Sales Required, Location Limitation, Transferability Limitations, Non-Smoking Establishment, and a stand-alone Liquor License Transfer Agreement.

Council previously included several conditions on this license and other similar licenses, including, but not limited to, food-beverage ratio, container size, prohibition of live music, bar seat limitation, and operations hours. In 2019, Council approved an intermunicipal license transfer without a food beverage ratio.

Based on the removal of the food-beverage ratio in the 2019 intermunicipal liquor license transfer, the fact that this license already exists in the Borough, background review of the applicant and its operating history in other similar college towns, the conditions noted above, a review of the data, and other information presented during the hearing, staff is recommending approval of the transfer with the conditions noted.

Staff Recommendation: Staff recommends that Council adopt Resolution #1343 to approve the application and the Liquor License Transfer Agreement License No. R-21263 with conditions.

B. Graduate Professional Student Association's Representative to Council

On December 19, 2022, Council accepted Kailey Elrod's resignation as the Student Representative for the Graduate and Professional Student Association (GPSA).

On January 18, 2023, GPSA's Board nominated Jada Quinland to be the next GPSA's Representative to Council to fill the unexpired term ending May 1, 2023. *[Pages 115-116]*

Staff Recommendation: Staff recommends Council approve the attached Resolution approving GPSA's selection of Jada Quinland to serve as GPSA's representative to the State College Borough Council for a term ending May 1, 2023. *[Pages 127-128]*

X. Equity and Inclusion – No Business

XI. Parking – No Business

XII. Planning and Zoning

A. State College Area School District (SCASD) Conditional Use Permit Amendment

SCASD is proposing construction of a new Physical Plant Building, which includes parking spaces, at the High School Campus and is requesting to amend the 2015 Conditional Use Permit approval to accurately reflect the number of parking spaces provided and required based upon the addition of the Physical Plant Building.

On January 9, 2023, Council conducted a public hearing for this application. Council asked the Borough Solicitor to prepare a draft decision based on the testimony at the public hearing and Council's deliberation.

The draft decision is attached beginning on *Pages 129-136*. Council will consider final action this evening.

Staff Recommendation: Staff recommends Council approve the Conditional Use Permit Amendment.

XIII. Public Safety - No Business

XIV. Public Works - No Business

XV. Regional Issues - No Business

XVI. Official Reports and Correspondence

A. Mayor's Report

B. President's Report

C. Staff/Committee Reports

- a. Dwight Miller will provide an update on the Borough's ARPA Grant Funding. *[Pages 137-138]*
- b. Dwight Miller will also present information and request feedback about the Centre Region COG fund balance reserves policies.

D. Student Representative Reports

- SCASD
- UPUA
- GPSA

XVII. Adjournment

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AAD

Albert A. Drobka, Architect

1352 S. Atherton Street
POB Box 256
State College, PA 16804
814-238-0710 FAX: 238-5750

Date: 01/03/23

Project No: 022-29

Project Name & Address: Proposed Gas Sales &
Convenience Store
605 University Dr.
State College PA 16801

To: Mr. Greg Garthe, State College Borough Senior Planner
243 S. Allen St.
State College, PA 16801

Greg:

On behalf of our Client, Mr. Resham Dadra, Lessee of the Property, our Office is submitting the Site Plan Documentation for the Project so that it can be presented to Borough Council for the MVOB Conditional Use Hearing. Attached are (05) Printed Copies. We will also send you an Electronic Copy via your Email.

Please review the submission and advise our Office if any additional information is needed.

We would like to be placed on the Borough Council Agenda when you are satisfied it is presentable.

We hope for Conditional Approval with the understanding that the Tank Certification will be needed prior to issuing the Zoning Permit.

If you have any questions or require additional information, please call.



By: Albert A. Drobka, Architect
022-29 Zoning Ltr 01-03-23

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Staff Review: Conditional Use Permit Application for a Motor-Vehicle-Oriented Business at 605 University Drive

Conditional Use Hearing Date: February 6, 2023

*This document is the Borough Planning Department's staff review of an application for a conditional use permit for a Motor-Vehicle-Oriented Business at 605 University Drive. **(Exhibit #1)***

1. The subject of this hearing is an application for a conditional use permit to operate a Motor-Vehicle-Oriented Business (MVOB) at 605 University Drive.
2. The application was submitted on January 3, 2023 by Albert A. Drobka, Architect, on behalf of his client, Resham Dadra. Mr. Dadra intends to operate a fueling station and convenience store on the property. **(Exhibit #2)**
3. The owners of the property are 605 University Dr II, LP of Montoursville, PA, who acquired the property in July of 2015. The owner has provided a letter acknowledging Mr. Dadra's application for conditional use permit. **(Exhibit #3)**
4. The property is approximately 36,000 sq ft (0.7 acres) and is located at the intersection of University Dr and Bellaire Ave in the Planned Commercial 2 (CP2) zoning district.
5. The site is surrounded by a mix of multi-family residential uses and nonresidential uses including another fueling station/convenience store and professional offices. A location map is included as **Exhibit #4**.
6. The subject property contains a vacated fueling and service station. The Applicant intends to reopen a fueling station and convenience store. The existing building and site would undergo a series of renovations. **Exhibit #5** is the site plan and floor plans.
7. The proposed use would be considered a "Motor-Vehicle-Oriented Business." Such businesses are regulated by Part F (Motor-Vehicle-Oriented Businesses) of the Borough Zoning Ordinance. **(Exhibit #6)** MVOBs are defined as follows:

Any commercial business, or any portion thereof which, by design, type of operation or nature of business, provides service to motor vehicles in a short period of time (including but not limited to: an automatic car wash, self-service car wash, self-service gasoline station, etc.), or provides a service to occupants of the motor vehicle while they remain in the vehicle (including but not limited to: a drive-in bank, drive-in restaurant, drive-in beverage sales, pick-up window service, gasoline service station, etc.).

8. MVOBs are permitted by conditional use in several zoning districts, including CP2. A "conditional use" is a use that is granted or denied by the governing body pursuant to express standards and criteria, and subject to at least one public hearing. In addition, Council may require other conditions intended to eliminate or reduce public nuisances caused by noise, heat, odors, smoke, dust, vibration, glare, flooding, and traffic

congestion, and promote the purposes of the Community Development Goals/Objectives/Policies of the Zoning Ordinance.

9. When a MVOB is vacated and its conditional use permit is not utilized for a period of one year, the permit expires. The Sunoco station was closed in 2014, therefore the Applicant must obtain a new MVOB permit from Council.
10. The Applicant is proposing renovations to the existing building including conversion of the service garage into convenience store space, new siding, windows, and doors, ADA parking upgrades, and updated site lighting. **(Exhibit #5)**
11. The conditional use proposal has been reviewed for compliance with Part F: Motor-Vehicle-Oriented Businesses. **The following is a review of how the project meets, does not meet, or is working towards meeting the conditional use criteria.**

§ 19-2202: LOT AREA, WIDTH AND YARDS IN MP AND CP-2 DISTRICTS.

- a. **Meets criterion** for 20,000 sq ft minimum lot area.
- b. **Meets criterion** for 150 ft minimum lot frontage.
- c. **Meets criteria** for minimum setbacks.

§ 19-2203: OPEN SPACE.

Working towards meeting criteria for open space. Per consultation with the Borough Solicitor, the percentage of the lot area dedicated to landscaping is a pre-existing nonconformity that can legally remain. The requirement is 30% and approximately 23% of the lot is landscaped.

However, Council may require the Applicant to improve these existing areas. Per ordinance, all areas of a MVOB site not paved shall be landscaped with a mixture of trees and grass or any combination of trees, shrubs, flowers, grass or other living ground cover to retard water runoff, restrict blowing trash, and deter improper and unsafe access and site use by the public. Trees shall be of two- to three-inch caliper measured six inches from the ground level.

§ 19-2204: LOCATIONAL REQUIREMENTS.

Meets criteria for driveways servicing MVOBs, which shall be located no closer than 150 feet from the driveways off the same street serving any other MVOB. Per consultation with the Borough Solicitor, although the existing site driveways are closer than 150 ft from another MVOB, this is a pre-existing nonconformity.

§ 19-2207: CONDITIONAL USE SITE PLAN.

Working towards meeting site plan criteria. The site does not include screening from abutting public sidewalks and streets as required by § 2207d. Council may require the Applicant to install screening to meet these requirements.

12. Pursuant to § 19-2204, Council may require additional curbing, lighting, sidewalks, landscaping, and other traffic-control devices to ensure that traffic generated by MVOBs does not impede the orderly flow of traffic or produce unsafe conditions on the premises or adjacent public ways.
13. The Planning Commission reviewed the proposal at its January 19, 2023 meeting and recommended approval. No comments were provided for Council's consideration.
14. The Planning Department has reviewed the proposal and finds that the Applicant meets the majority of the standards in the ordinance for a MVOB conditional use permit, therefore approval is recommended with the following conditions:
 - Submission a Traffic Impact Study or, alternatively, a letter from a Traffic Engineer if seeking an exemption. (§ 305e)
 - Provision of written verification from the PA Department of Environmental Protection indicating that the existing fueling facilities are acceptable for use.
 - Submission of a sewer permit application. (§ 14-102)
 - Improvement of existing landscaped areas in accordance with the general requirements of § 19-2203: Open Space.
 - Installation of screening from abutting public sidewalks and streets by a solid decorative wall, fence, hedge or shrub border three feet high to prevent improper and unsafe access to the site. The wall, fence, hedge or shrub border shall extend along the entire length of the property lines to within 15 feet to driveways or intersections where it shall be reduced to two feet high. (§ 2207d)
 - All exterior lighting shall be brought into conformity with the lighting requirements of Part K of the Zoning Ordinance. (§ 2210b)
 - All trash areas shall be designed and constructed as to allow no view of the trash storage from the street, to prevent waste from blowing around the site or onto adjacent properties or public rights-of-way and to permit safe, easy removal of trash by truck or hand. (§ 2208d.(3))
 - All merchandise and material for sale, including vending machines, shall be displayed within an enclosed building, except that oil for use in motor vehicles may be displayed and sold from an appropriate rack or compartment at the gasoline station pump islands for the convenience of the customer and station attendant. (§ 2208d.(2))
 - All exterior signage shall comply with Chapter XV: Signs, including review by the Design Review Board.

AAD

Albert A. Drobka, Architect

1352 S. Atherton Street
POB Box 256
State College, PA 16804
814-238-0710 FAX: 238-5750

Date: 01/03/23

Project No: 022-29

Project Name & Address: Proposed Gas Sales &
Convenience Store
605 University Dr.
State College PA 16801

To: Mr. Greg Garthe, State College Borough Senior Planner
243 S. Allen St.
State College, PA 16801

Greg:

On behalf of our Client, Mr. Resham Dadra, Lessee of the Property, our Office is submitting the Site Plan Documentation for the Project so that it can be presented to Borough Council for the MVOB Conditional Use Hearing. Attached are (05) Printed Copies. We will also send you an Electronic Copy via your Email.

Please review the submission and advise our Office if any additional information is needed.

We would like to be placed on the Borough Council Agenda when you are satisfied it is presentable.

We hope for Conditional Approval with the understanding that the Tank Certification will be needed prior to issuing the Zoning Permit.

If you have any questions or require additional information, please call.



By: Albert A. Drobka, Architect
022-29 Zoning Ltr 01-03-23



State College Borough
Attn. Gregory Garthe
243 South Allen Street.
State College, PA 16801

Subject Property:
605 University Drive
State College, PA 16801
605 University Drive II LP
Tax Parcel: 36-14-123A

RE: Letter of support for the conditional use application at 605 University Drive

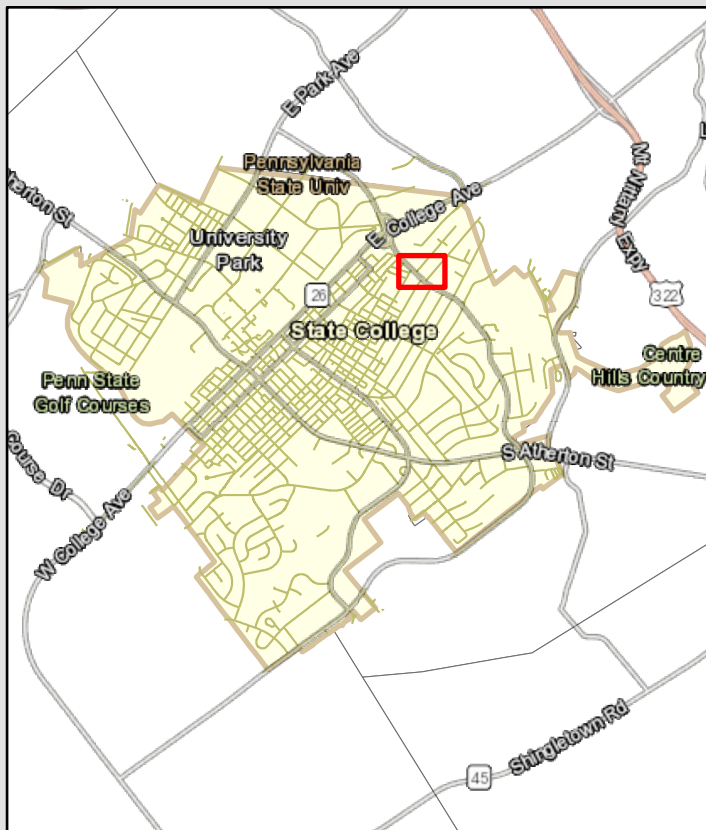
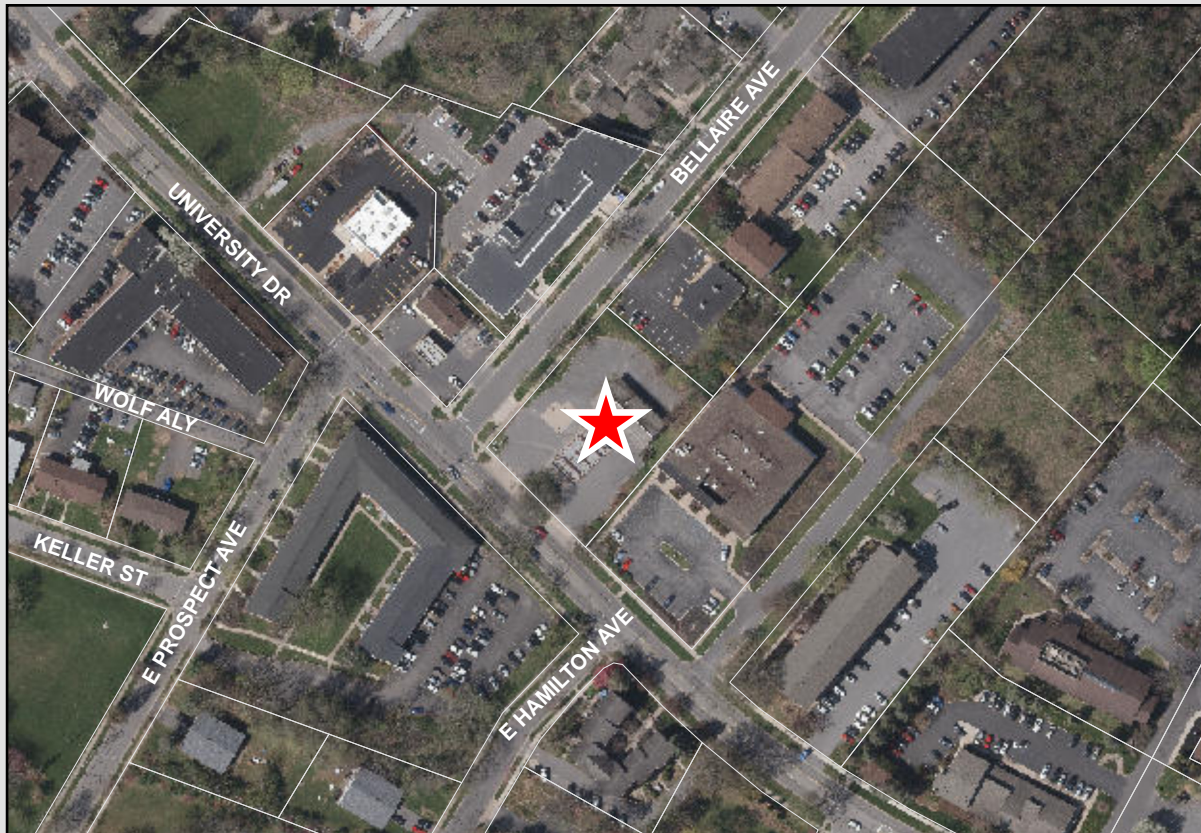
Dear Greg,

Please accept this letter as a memo of support for Mr. Resham Dadra's application for conditional use and permitting in the establishment of a new fueling station/convenience store at 605 University Drive in State College, PA.

As always thank you for your time and the work you and your team do.

Sincerely,

Gregory Welteroth Jr



Motor-Vehicle-Oriented
Business

Resham Dadra -
Applicant

Albert A. Drobka,
Architect

Planned Commercial 2 (CP2)
Zoning District





ALBERT A. DROBKA ARCHITECT
P.O. BOX 256
1352 S. ATHERTON ST.
STATE COLLEGE, PA.
(814) 238-0710

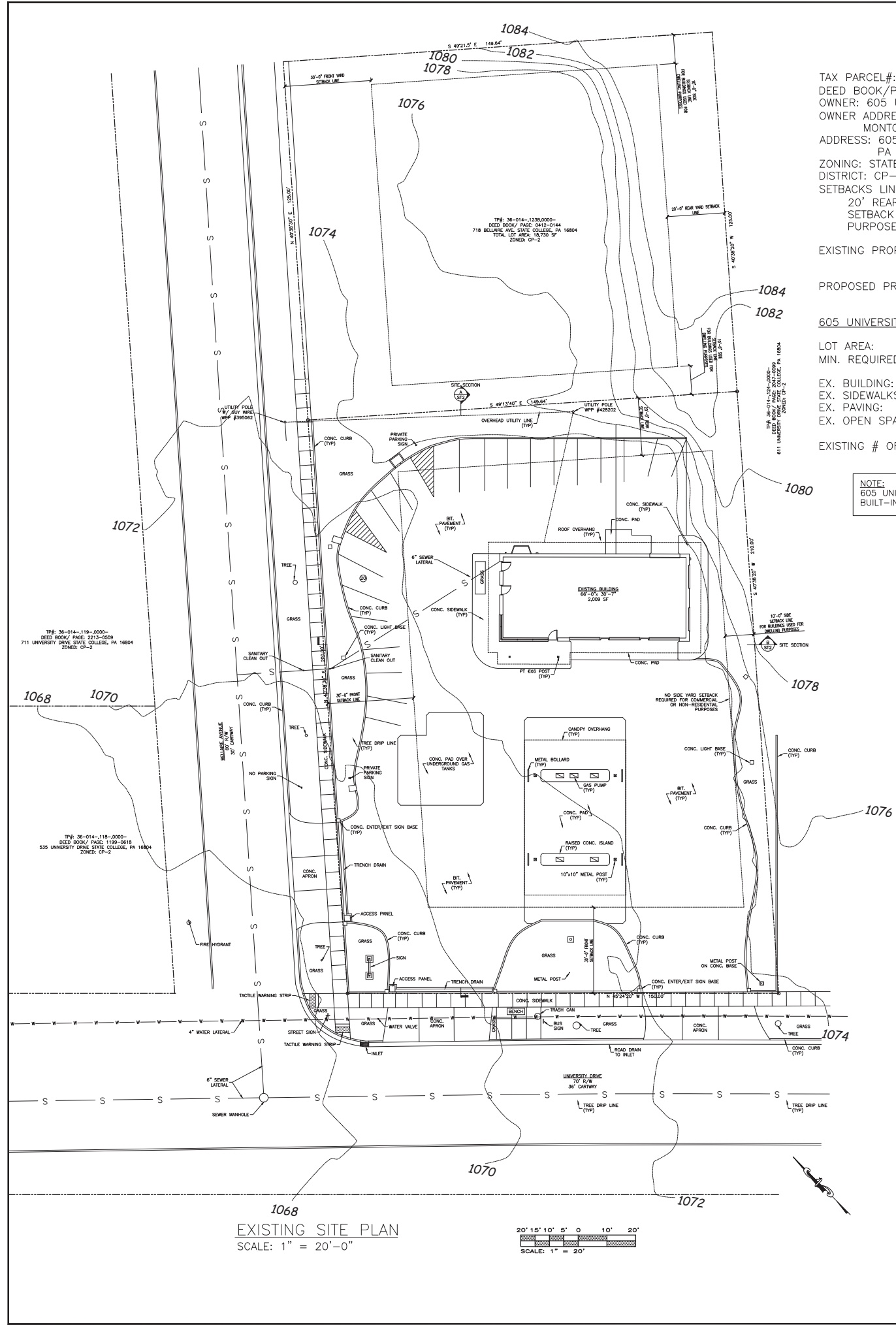
PROJECT
605 UNIVERSITY DR.
STATE COLLEGE, PA 16801

REVISION DATE

SHEET TITLE
EXISTING SITE PLAN

DATE
05/17/22
SCALE
AS NOTED
DRAWN BY:
JBA
CHECKED BY
AAD
SHEET NO.

ST1
PROJECT #
022-29



TAX PARCEL#: 36-014-,123A,0000-
DEED BOOK/PAGE#: 2165-0437
OWNER: 605 UNIVERISTY DR II LP
OWNER ADDRESS: 356 LAURENS RD \
MONTAURVILLE, PA 17754
ADDRESS: 605 UNIVERSITY DRIVE, STATE COLLEGE,
PA 16801
ZONING: STATE COLLEGE BOROUGH
DISTRICT: CP-2
SETBACKS LINES: 30' FRONT YARD SETBACK,
20' REAR YARD SETBACK, 10' SIDE YARD
SETBACK FOR BUILDING USED FOR DWELLING
PURPOSES ONLY.

EXISTING PROPERTY USE: MOTOR VEHICLE REPAIR
SHOP AND MOTOR FUEL SALES.

PROPOSED PROPERTY USE: MOTOR FUEL SALES
& CONVENIENCE STORE

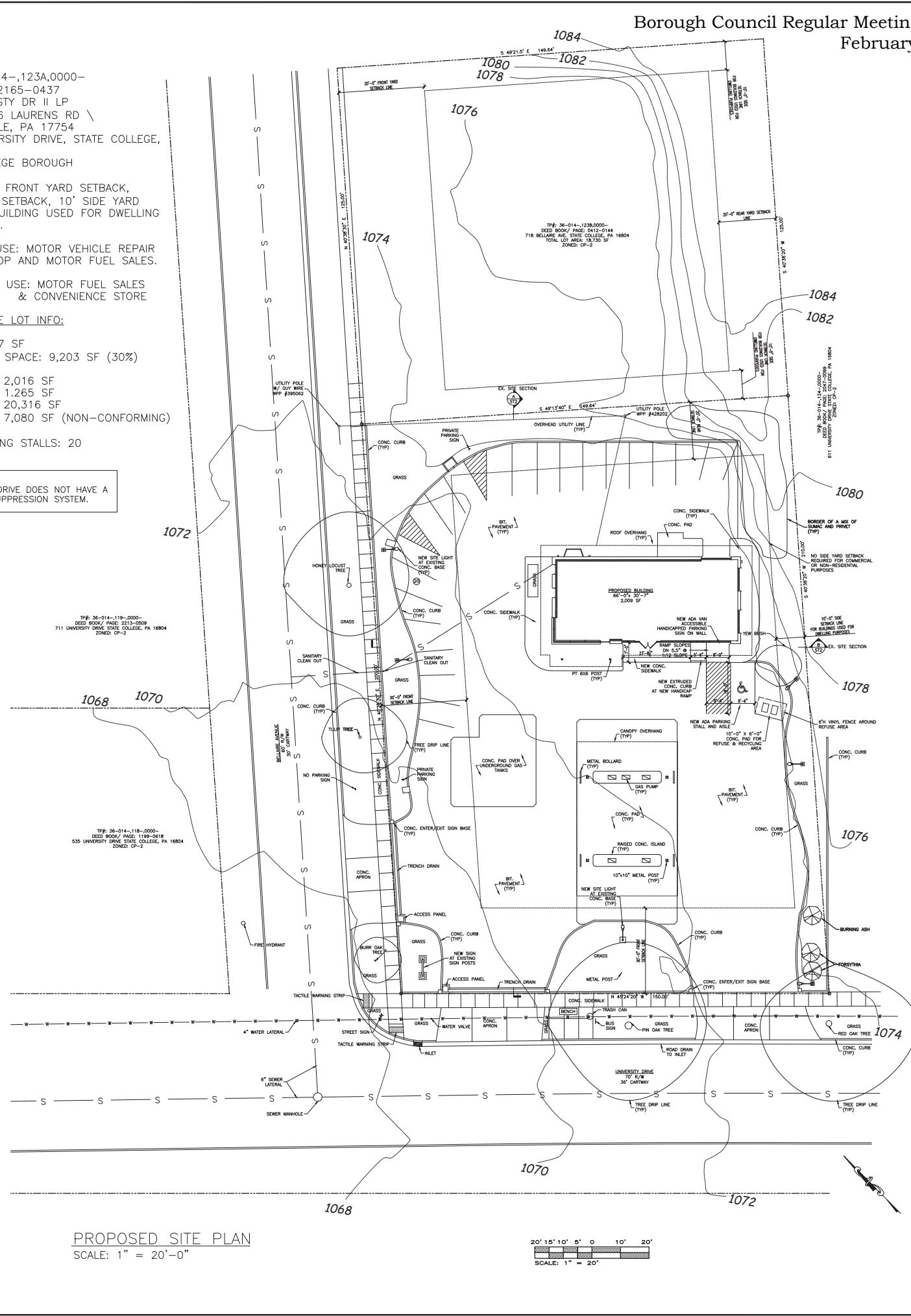
605 UNIVERSITY DRIVE LOT INFO:

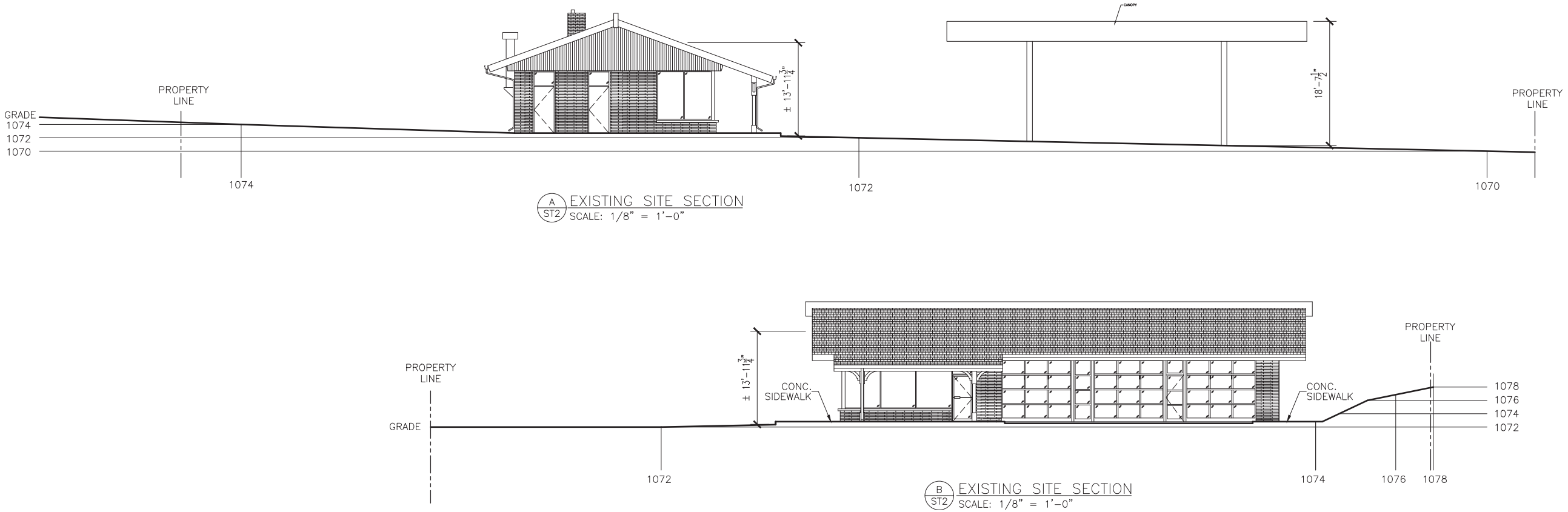
LOT AREA: 3,0677 SF
MIN. REQUIRED OPEN SPACE: 9,203 SF (30%)

EX. BUILDING: 2,016 SF
EX. SIDEWALKS: 1,265 SF
EX. PAVING: 20,316 SF
EX. OPEN SPACE: 7,080 SF (NON-CONFORMING)

EXISTING # OF PARKING STALLS: 20

NOTE:
605 UNIVERSITY DRIVE DOES NOT HAVE A
BUILT-IN FIRE SUPPRESSION SYSTEM.





<u>BOROUGH ARBORIST APPROVAL</u> APPROVED ON THIS THE ____ DAY OF _____, 20____. BY _____ STATE COLLEGE BOROUGH ARBORIST	
<u>MUNICIPAL APPROVAL</u> APPROVED ON THIS THE ____ DAY OF _____, 20____. BY _____ STATE COLLEGE BOROUGH PLANNING OFFICE	
<u>RECORDER OF DEEDS</u> RECORDED ON THIS ____ DAY OF _____, 20____ IN THE RECORDER'S OFFICE OF THE CENTRE COUNTY IN PLAT BOOK VOLUME ____ PAGE ____ GIVEN UNDER MY HAND AND SEAL OF THE SAID OFFICE ON THE DATE ABOVE. RECORDER: _____	
<u>CERTIFICATION OF OWNERSHIP</u> RECORDED ON THIS ____ DAY OF _____, 20____ THE UNDERSIGNED OWNERS PERSONALLY APPEARED BEFORE ME AND CERTIFIED THAT THEY WERE THE OWNERS OF THE PROPERTIES SHOWN ON THIS PLAN AND ACKNOWLEDGE THE SAME TO BE THEIR ACT AND PLAN AND DESIGNS, THE SAME TO BE RECORDED AS SUCH ACCORDING TO THE LAW. _____ WITNESS MY HAND AND SEAL, THIS DATE _____ _____ NOTARY PUBLIC COMMISSION EXPIRES COMMONWEALTH OF PA CENTRE COUNTY	



ALBERT A. DROBKA ARCHITECT
P.O. BOX 256
1352 S. ATHERTON ST.
STATE COLLEGE, PA.
(814) 238-0710

PROJECT
605 UNIVERSITY DR.
STATE COLLEGE, PA 16801

REVISION DATE

SHEET TITLE
EXISTING
SITE SECTIONS

DATE
05/17/22
SCALE
AS NOTED

DRAWN BY:
JBA

CHECKED BY
AAD
SHEET NO.

ST2

PROJECT #

022-29



ALBERT A. DROBKA ARCHITECT
P.O. BOX 256
1352 S. ATHERTON ST.
STATE COLLEGE, PA.
(814) 238-0710

PROJECT
605 UNIVERSITY DR.
STATE COLLEGE, PA 16801

REVISION DATE

SHEET TITLE
EXISTING
SITE SECTIONS

DATE
05/17/22

SCALE
AS NOTED

DRAWN BY:
JBA

CHECKED BY
AAD

SHEET NO.

ST3

PROJECT #

022-29

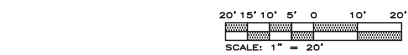
EXISTING LANDSCAPING LEGEND	
SYMBOL	NAME
	SHRUBS
A	FORSYTHIA
B	BURNING ASH
C	YEW BUSH
D	SUMAC & PRIVET
	TREES
E	HONEY LOCUST
F	TULIP
G	BURR OAK
H	PIN OAK
J	RED OAK

TP# 36-014-119-2000-
DEED BOOK/ PAGE: 2113-0509
711 UNIVERSITY DRIVE STATE COLLEGE, PA 16804
ZONED: CP-2

TP# 36-014-119-2000-
DEED BOOK/ PAGE: 1199-0618
535 UNIVERSITY DRIVE STATE COLLEGE, PA 16804
ZONED: CP-2

TP# 36-014-1238-0000-
DEED BOOK/ PAGE: 0413-0144
718 BELLARE AVE. STATE COLLEGE, PA 16804
TOTAL LOT AREA: 18,730 SF
ZONED: CP-2

TP# 36-014-114-2000-
DEED BOOK/ PAGE: 2007-0099
611 UNIVERSITY DRIVE STATE COLLEGE, PA 16804
ZONED: CP-2



EXISTING LANDSCAPE SITE PLAN
SCALE: 1" = 20'-0"



ALBERT A. DROBKA ARCHITECT
P.O. BOX 256
1352 S. ATHERTON ST.
STATE COLLEGE, PA.
(814) 238-0710

PROJECT
605 UNIVERSITY DR.
STATE COLLEGE, PA 16801

REVISION DATE

SHEET TITLE
PROPOSED ELEVATIONS

DATE
05/17/22

SCALE
AS NOTED

DRAWN BY:
JBA

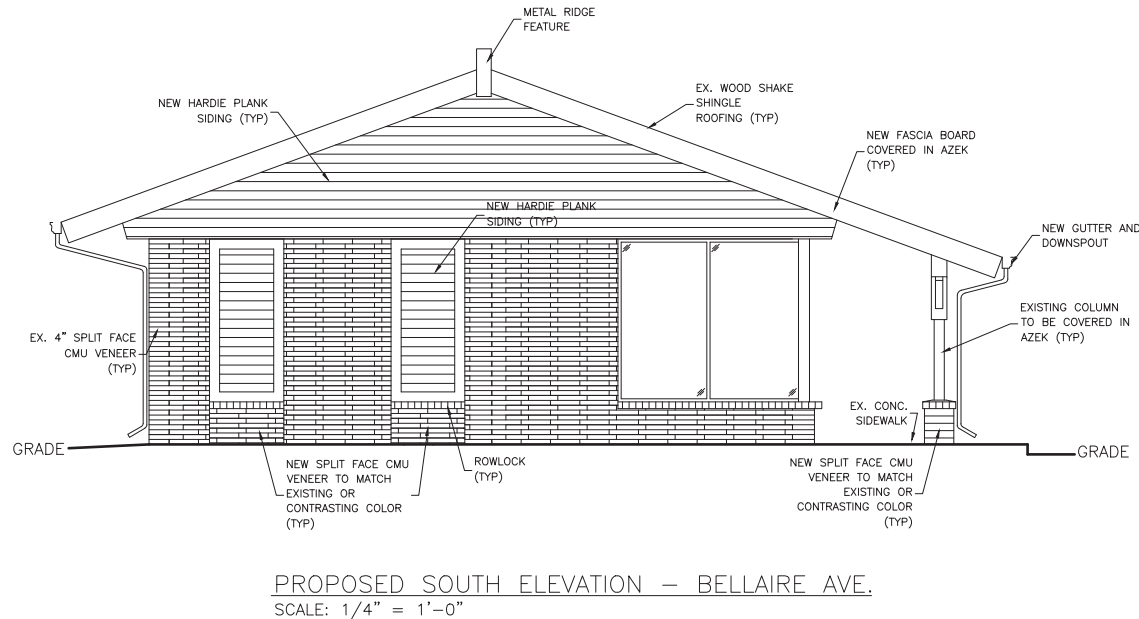
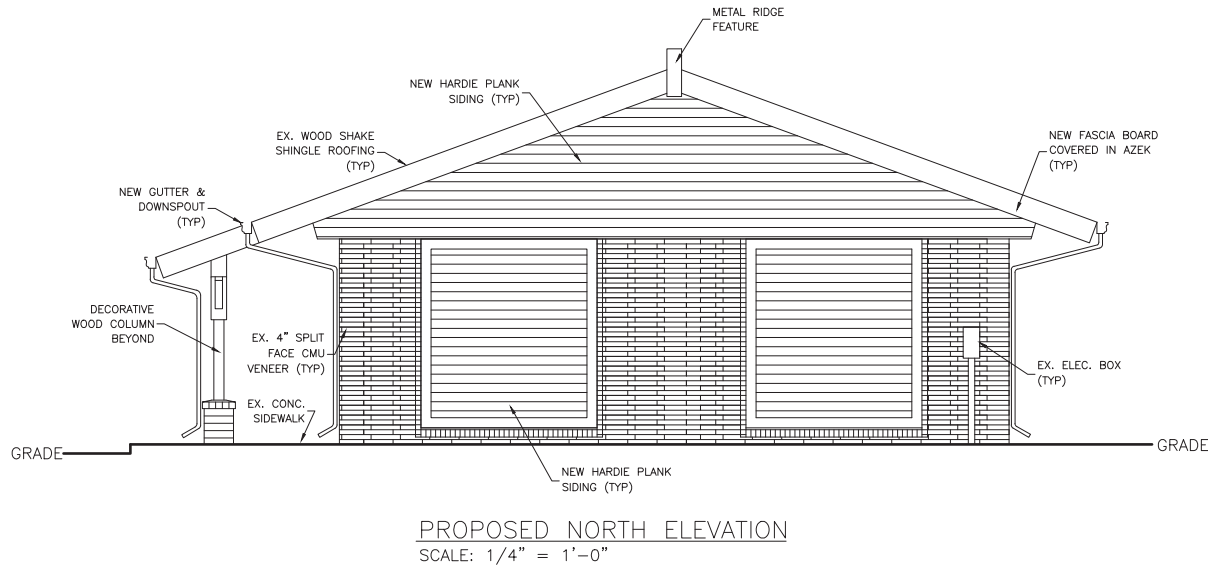
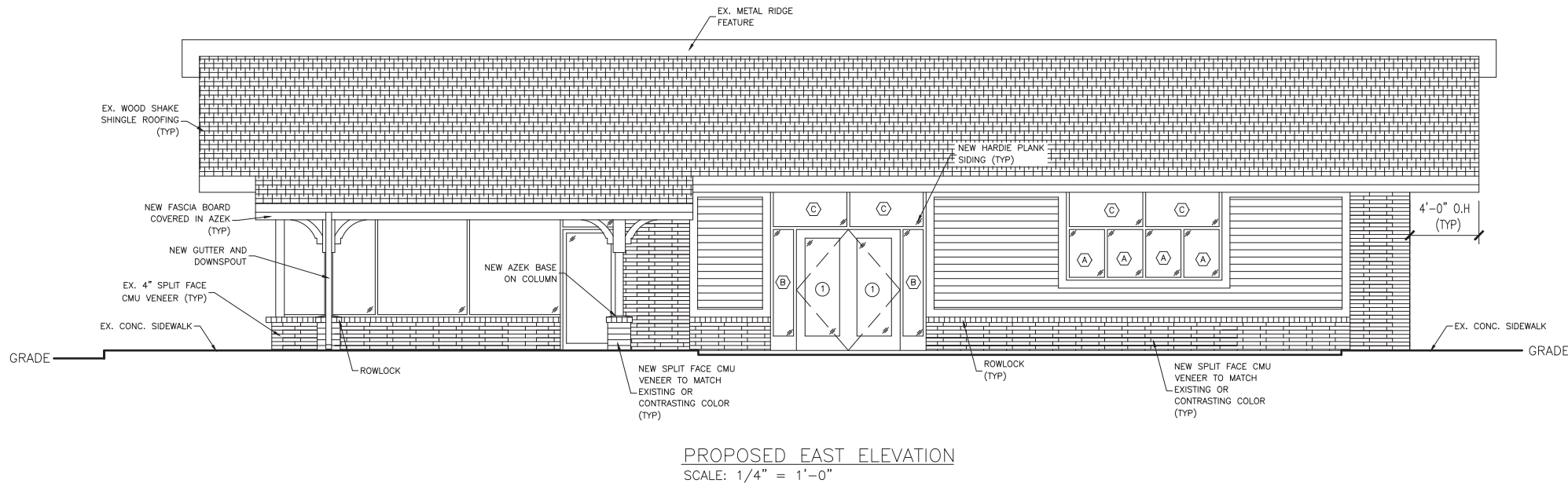
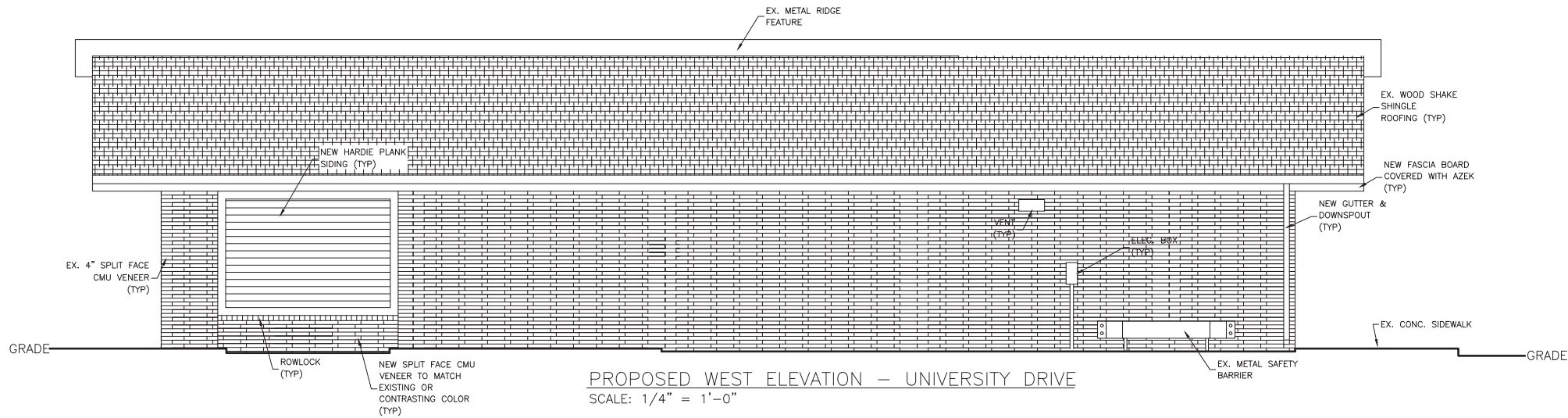
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AAD

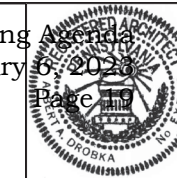
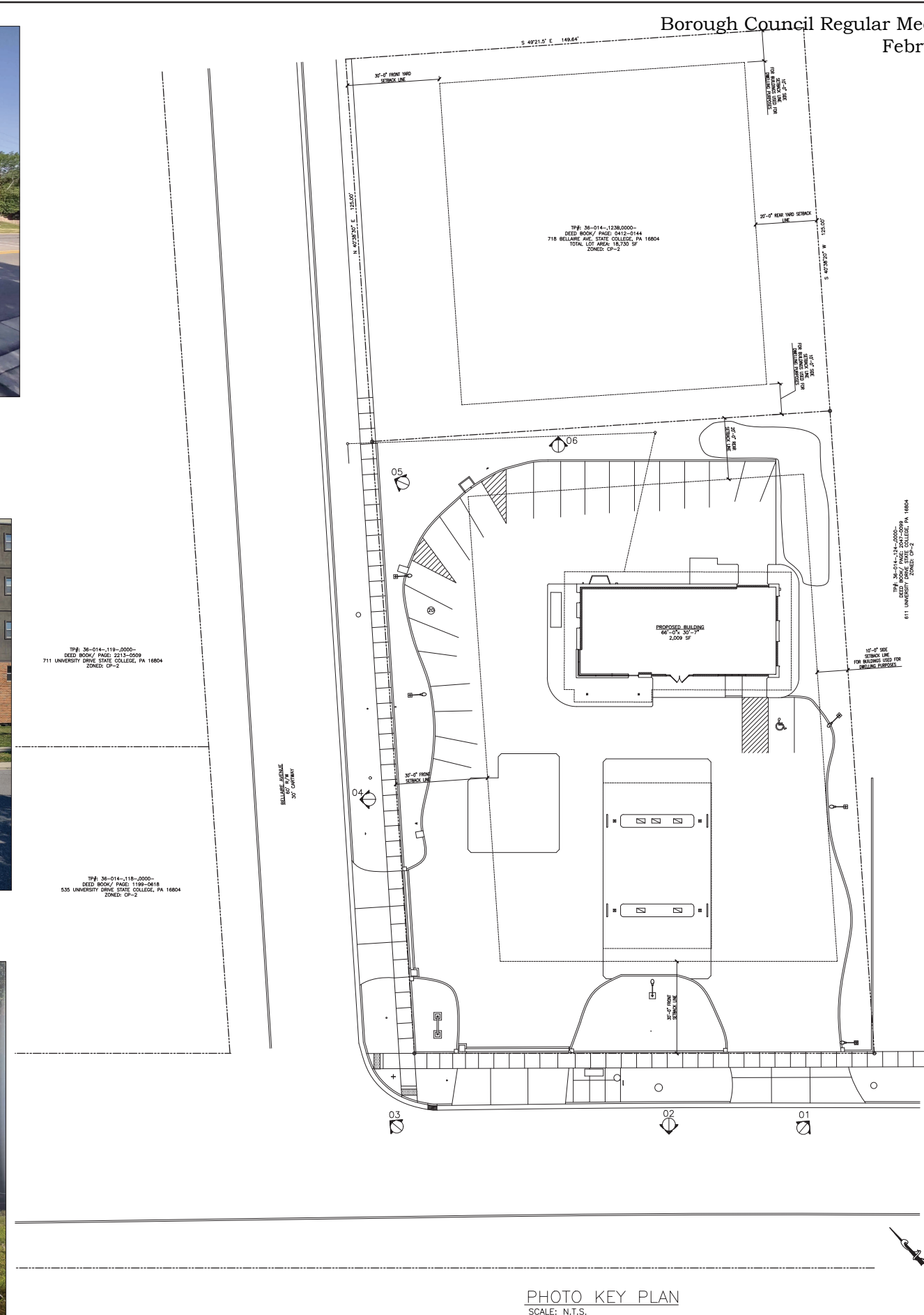
SHEET NO.

ST4

PROJECT #

022-29





ALBERT A. DROBKA ARCHITECT
P.O. BOX 256
1352 S. ATHERTON ST.
STATE COLLEGE, PA.
(814) 238-0710

605 UNIVERSITY DR.
STATE COLLEGE, PA 16801

REVISION DATE

SHEET TITLE
SITE PLAN
SURROUNDING
BUILDINGS

DATE
05/17/22

SCALE
AS NOTED

DRAWN BY:
JBA

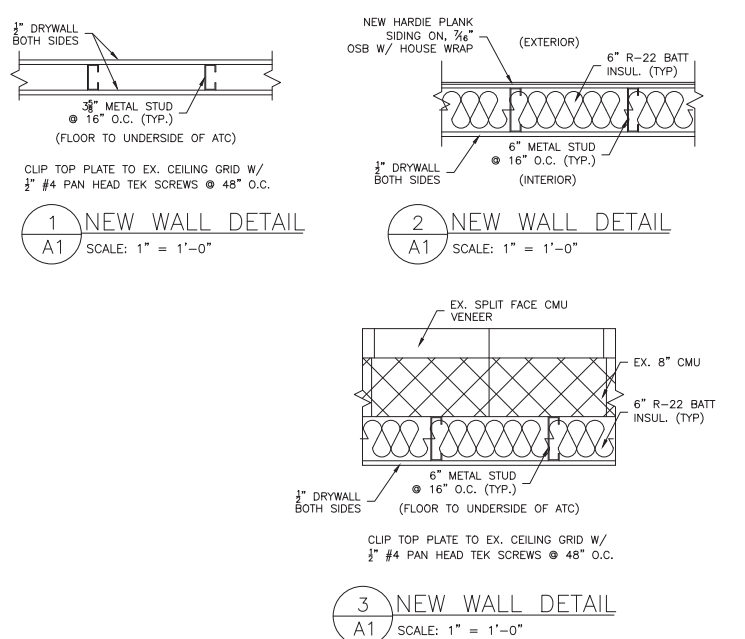
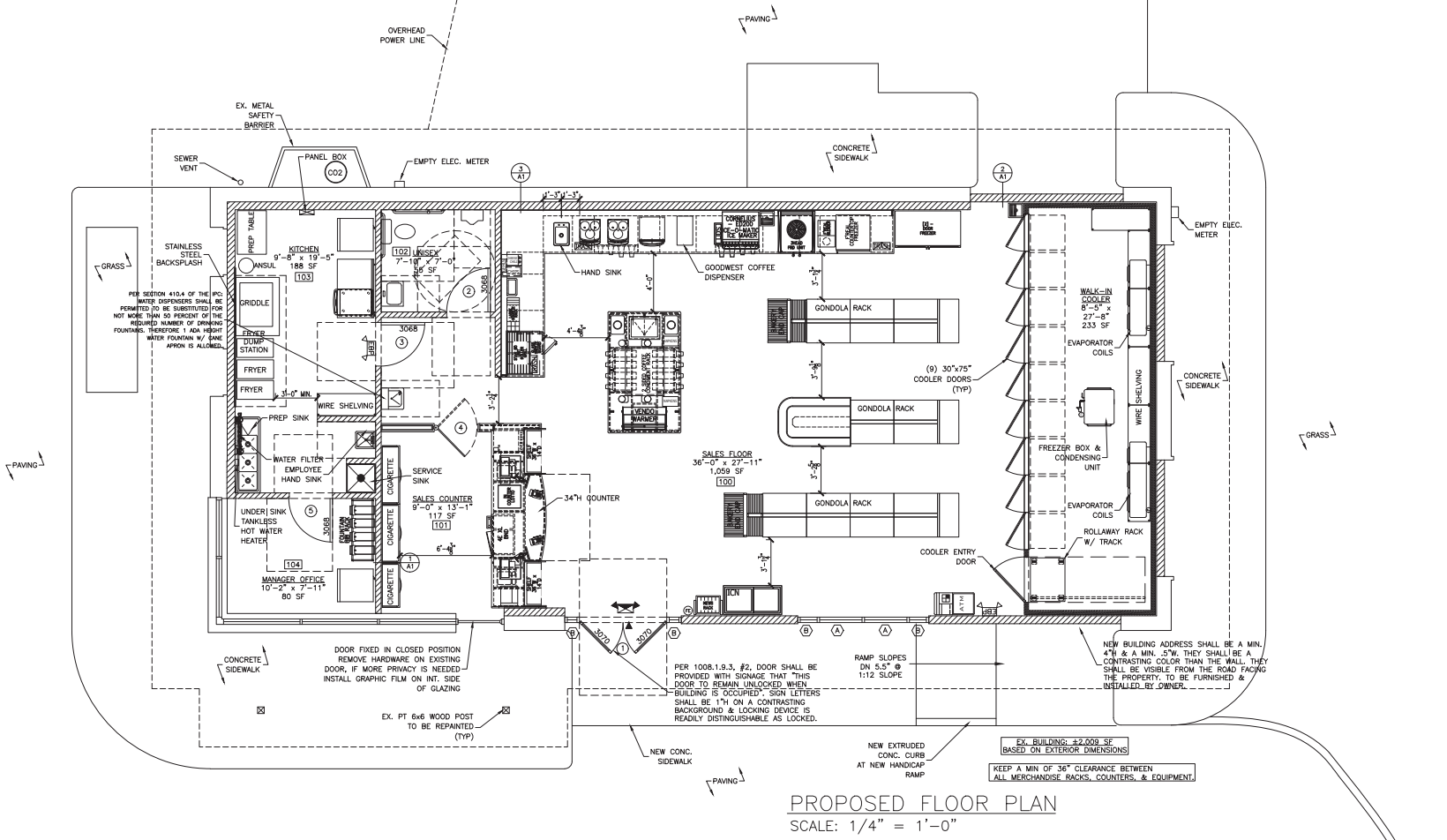
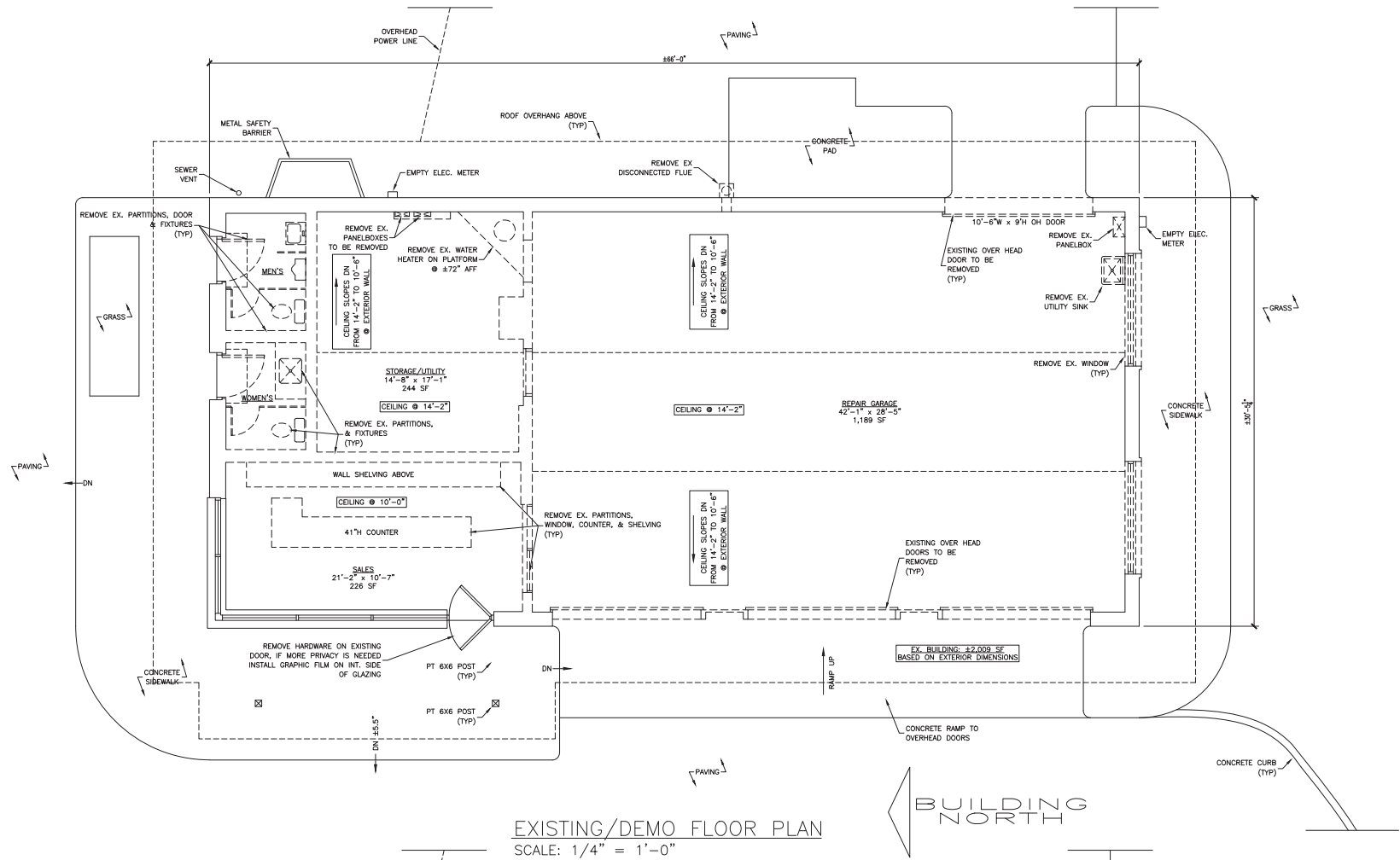
SDA	
CHECKED BY	
AAD	

SHEET NO.

ST5

PROJECT #	
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022-29



- DEMOLITION NOTES:
1. REMOVE NON-BEARING PARTITIONS AS SHOWN.
 2. CONTACT THE ARCHITECT SO HE MAY INSPECT THE FRAMING & DETERMINE IF THE FRAMING IS STRUCTURAL OR NON-STRUCTURAL. ANY STRUCTURAL CONDITIONS NEEDING REPAIR OR REPLACEMENT SHALL BE PERFORMED BY A STRUCTURAL ENGINEER & A SEPARATE BUILDING PERMIT SHALL BE OBTAINED PRIOR TO PROCEEDING WITH THE NEW STRUCTURAL WORK.
 3. KEEP PREMISES NEAT & CLEAN AT THE END OF EACH WORK DAY.
 4. DISPOSE OF ALL CONSTRUCTION DEBRIS AT THE DALE SUMMIT SOLID WASTE TRANSFER STATION OR OTHER APPROVED FACILITY.
 5. KEEP WEIGH SLIPS FOR BUILDING CODE INSPECTOR.
 6. NOTIFY ARCHITECT IF ANY SUSPECTED HAZARDOUS MATERIALS ARE ENCOUNTERED. MATERIALS WILL BE TESTED AND REMOVED BY A LICENSED CONTRACTOR SPECIALIZING IN ABATEMENT & MITIGATION.

PROP. RESTROOM FIXTURES	
M REQUIRED FIXTURES: 22 PERSONS	
19/500 = 1 WATER CLOSET	
19/750 = 1 LAVATORY	
19/1,000 = 1 DRINKING FOUNTAIN	
ALL:	1 SERVICE SINK
PROVIDED FIXTURE TOTALS	
UNISEX:	WATER CLOSETS = 1
	LAVATORIES = 1
	URINALS = 1
ALL:	1 SERVICE SINK
	1 DRINKING FOUNTAIN

LEGEND	
	EXISTING WALL
	DEMO WALL
	NEW WALL
	NEW PRE-FAB COOLER WALL
	EXIT SIGN
	EMERGENCY LIGHT - BATTERY PACK
	REMOTE HEAD
	FIRE EXTINGUISHER

EX. CONSTRUCTION TYPE	
IBC 2018: 3B, NON-SPRINKLERED	
EX. OCCUPANCY TYPE	
IBC 2018: SP-1/M	
EX. SQUARE FEET	
2,009 SF	
EX. OCCUPANT LOAD	
STORAGE: 247 SF/300	= 1 PERSON
SALES FLOOR: 1,170 SF/60	= 16 PERSONS
KITCHEN: 188 SF/200	= 1 PERSON
STORAGE: 233 SF/300	= 1 PERSON
TOTAL:	= 19 PERSONS
PROP. CONSTRUCTION TYPE	
IBC 2018: 3B, NON-SPRINKLERED (NO CHANGE)	
PROP. OCCUPANCY TYPE	
IBC 2018: M	
PROP. SQUARE FEET	
2,009 SF (NO CHANGE)	
PROP. OCCUPANT LOAD	
OFFICE: 80 SF/150	= 1 PERSON
SALES FLOOR: 1,170 SF/60	= 16 PERSONS
KITCHEN: 188 SF/200	= 1 PERSON
STORAGE: 233 SF/300	= 1 PERSON
TOTAL:	= 19 PERSONS

ALBERT A. DROBKA ARCHITECT
P.O. BOX 256
1352 S. ATHERTON ST.
STATE COLLEGE, PA.
(814) 238-0710

PROPOSED RENOVATIONS FOR:
SUNOCO GAS STATION & CONVENIENCE STORE
605 UNIVERSITY DR.
STATE COLLEGE, PA 16801

REVISION DATE

SHEET TITLE	EXISTING / DEMO FLOOR PLANS
DATE	05/17/22
SCALE	AS NOTED
DRAWN BY:	JBA
CHECKED BY	AAD
SHEET NO.	A1
PROJECT #	022-29



ALBERT A. DROBKA ARCHITECT
P.O. BOX 256
1352 S. ATHERTON ST.
STATE COLLEGE, PA.
(814) 238-0710

PROJECT
PROPOSED RENOVATIONS FOR:
SUNOCO GAS STATION & CONVENIENCE STORE
605 UNIVERSITY DR.
STATE COLLEGE, PA 16801

REVISION DATE

SHEET TITLE
EXISTING/ DEMO ELEVATIONS

DATE
05/17/22

SCALE
AS NOTED

DRAWN BY:
MTM

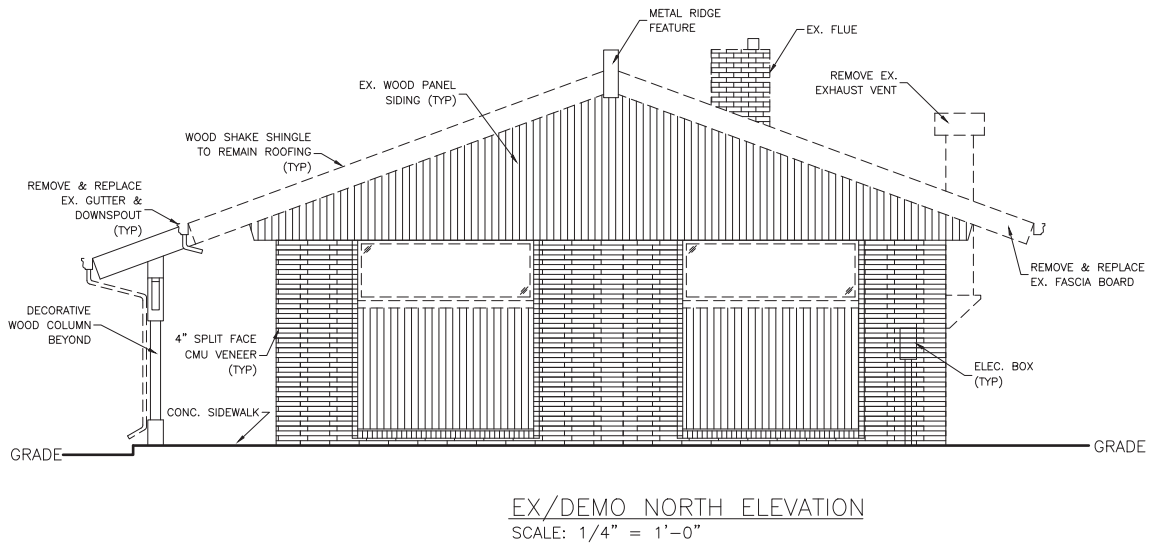
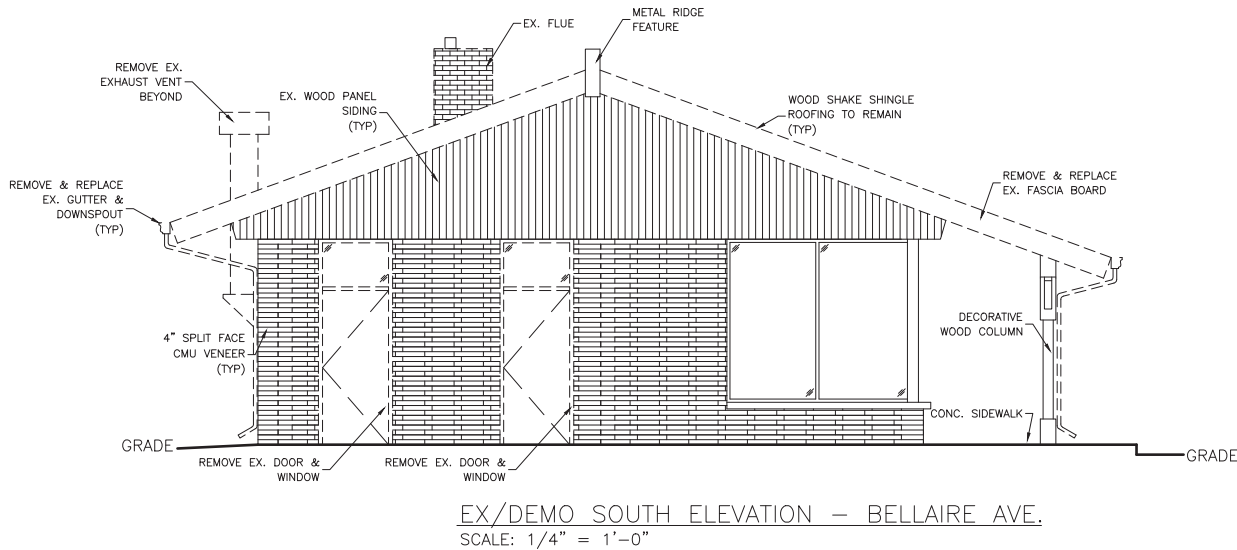
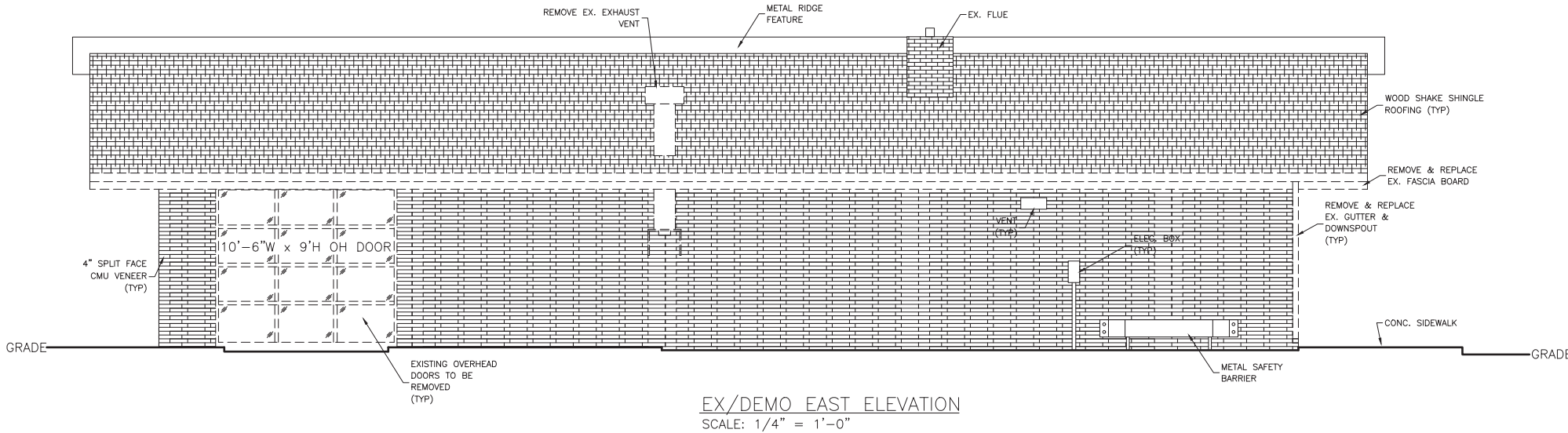
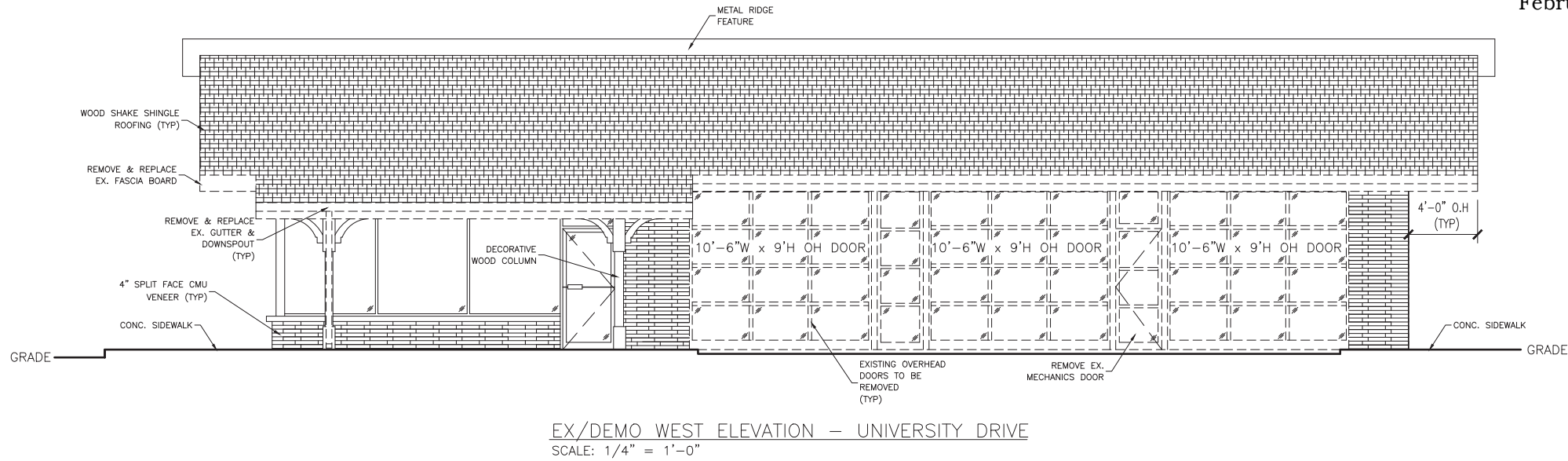
CHECKED BY
AAD

SHEET NO.

A2

PROJECT #

022-29





ALBERT A. DROBKA ARCHITECT
P.O. BOX 256
1352 S. ATHERTON ST.
STATE COLLEGE, PA.
(814) 238-0710

PROPOSED RENOVATIONS FOR:
SUNOCO GAS STATION & CONVENIENCE STORE
605 UNIVERSITY DR.
STATE COLLEGE, PA 16801

REVISION DATE

SHEET TITLE
PROPOSED
ELEVATIONS

DATE
05/17/22

SCALE
AS NOTED

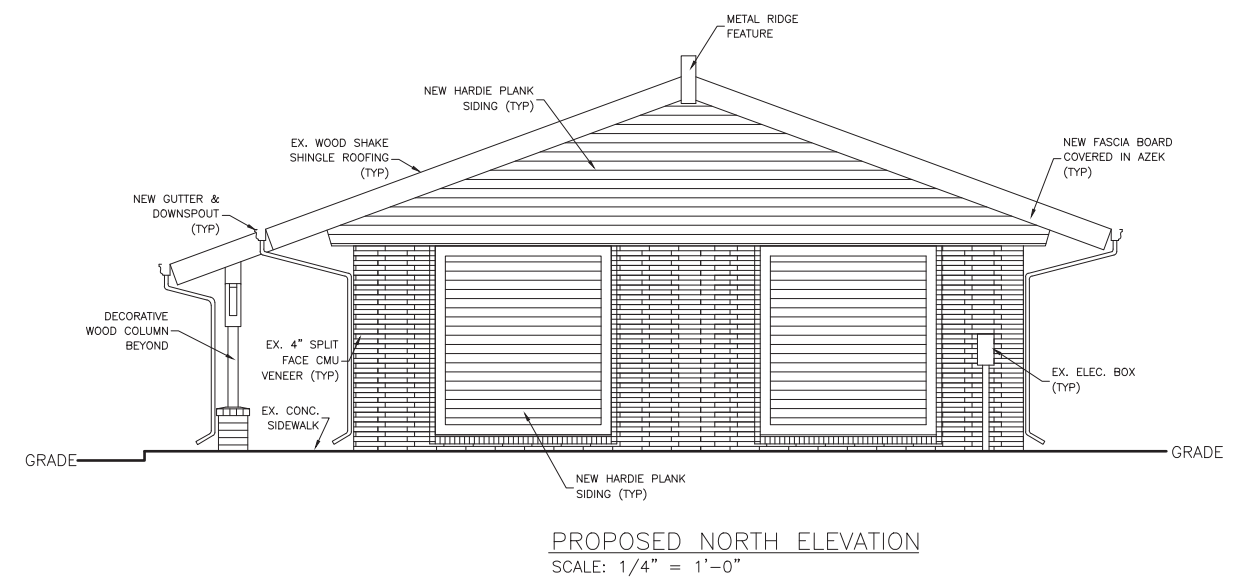
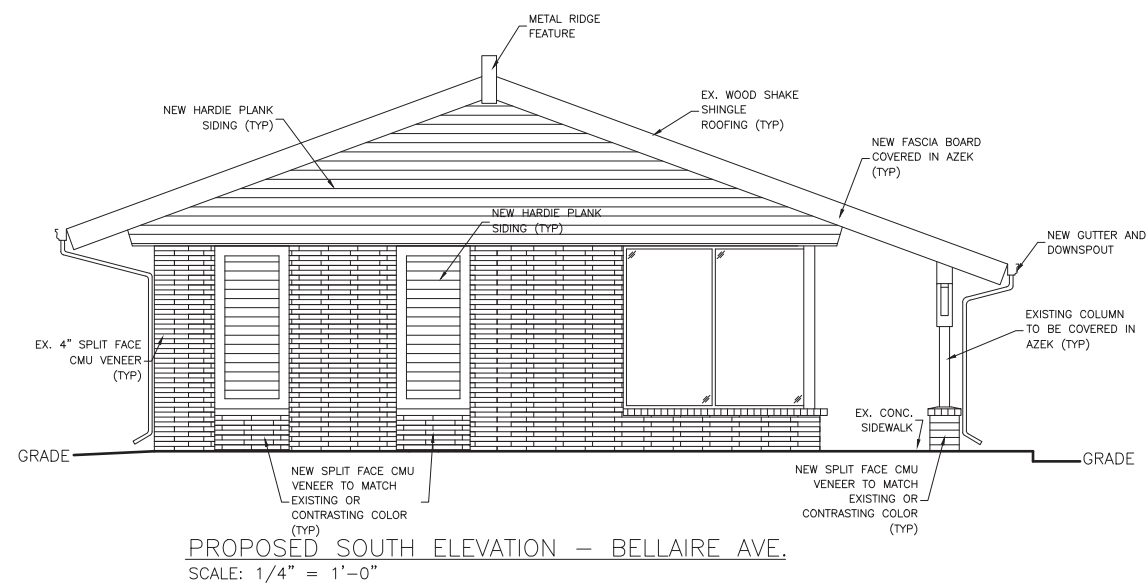
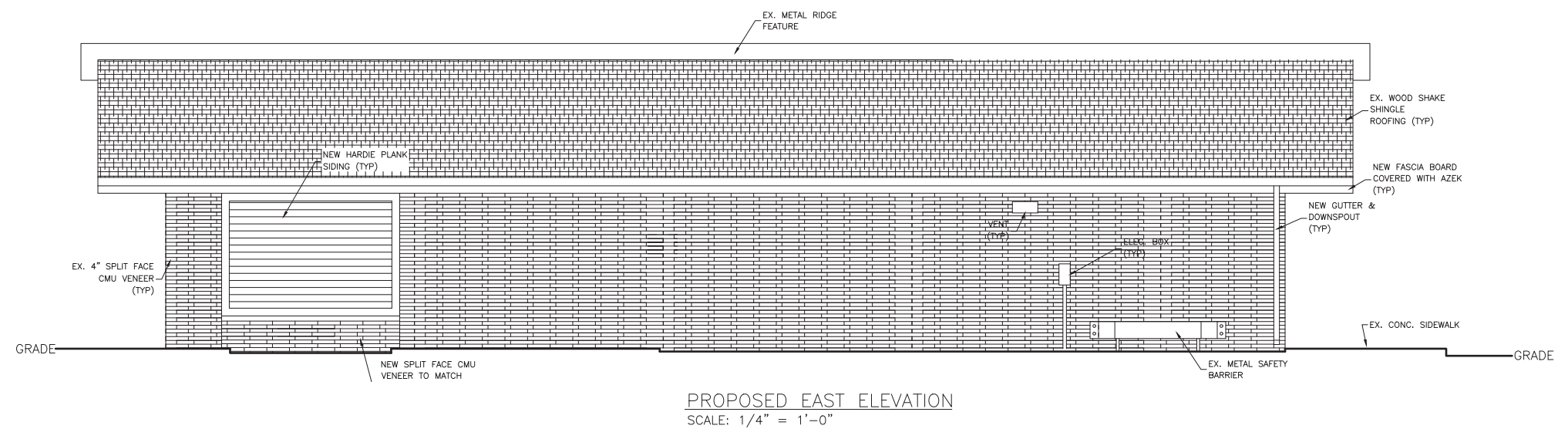
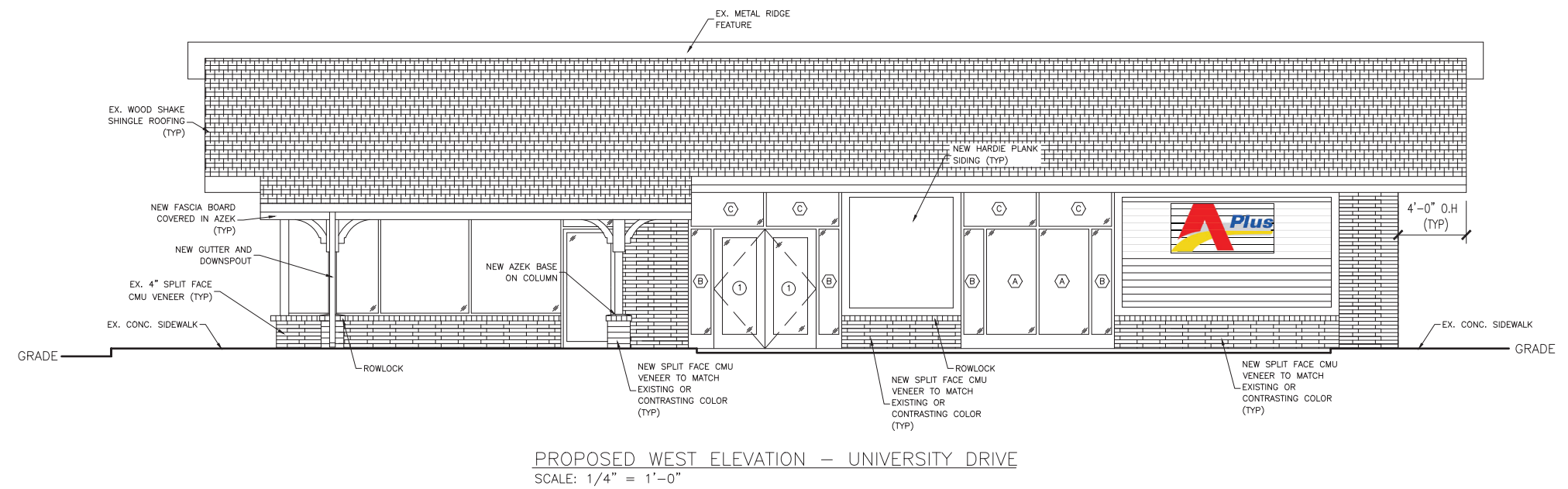
DRAWN BY:
MTM

CHECKED BY
AAD

SHEET NO.

A3

PROJECT #



Part F
Motor-Vehicle-Oriented Businesses (MVOBs)

§ 19-2201. Provision for. [Ord. 807, 8/14/1972; amended by Ord. 1289, 8/14/1990, Section 12]

MVOBs are permitted as a conditional use in MP, C and CP-2 districts. The expressed standards and criteria for these uses in the MP and CP-2 Districts are provided for in this Part. Standards and criteria for MVOBs in the C District are found in Section 1806 of this chapter.

§ 19-2202. Lot Area, Width and Yards in MP and CP-2 Districts. [Ord. 807, 8/14/1972; amended by Ord. 943, 10/4/1978, Section 5; Ord. 1289, 8/14/1990, Section 13]

- a. Lot Area. The minimum lot area shall be 20,000 square feet.
- b. Lot Frontage. The minimum lot frontage shall be 150 feet. On corners, the frontage requirements shall apply to only one side.
- c. Setbacks. From public streets and property lines, setbacks shall be as follows:
 - (1) In MP and CP-2 Districts, buildings, service islands and other service or pickup facilities shall be set back 30 feet. No parking shall be permitted within this setback.
 - (2) All buildings, service islands or other service or pickup facilities shall be set back at least 15 feet from any rear or side lot line.
 - (3) In MP, C and CP-2 Districts, building setbacks shall conform to the proper District standards and the provisions of this Ordinance.

§ 19-2203. Open Space. [Ord. 807, 8/14/1972; amended by Ord. 860, 10/8/1974, Section 1; Ord. 941, 9/11/1978, Section 128]

Landscaped areas shall constitute at least 30% of the site area. All areas of the site not paved shall be landscaped with a mixture of trees and grass or any combination of trees, shrubs, flowers, grass or other living ground cover to retard water runoff, restrict blowing trash and deter improper and unsafe access and site use by the public. Trees shall be of two- to three-inch caliper measured six inches from the ground level. Street grassplot areas not needed for driveways shall be planted in grass. Tree planting in the grassplot area shall continue to be the responsibility of the Borough Tree Commission.

§ 19-2204. Locational Requirements. [Ord. 807, 8/14/1972; amended by Ord. 943, 10/4/1978, Section 4; Ord. 1053, 4/6/1983, Section 1]

Driveways servicing an MVOB shall be located no closer than 150 feet from the driveways off the same street serving any other MVOB, such distance to be computed as follows:

- a. The one-hundred-fifty-foot distance shall be measured between the nearest tangents of the curb returns of the driveways providing access off the same street, regardless of whether such driveways intersect on either side of the same street.
- b. MVOBs shall not be added to any existing property or shopping center of less than 40,000 square feet of retail sales or service floor space unless the entire premises meets the MVOB requirements of this Part.
- c. MVOBs are permitted in shopping centers of more than 40,000 square feet of retail, service and sales space, if the MVOBs meet all requirements of this Part.
- d. In addition to these requirements, Council may require additional curbing, lighting, sidewalks, landscaping and other traffic-control devices to ensure that traffic generated by MVOBs does not impede the orderly flow of traffic or produce unsafe conditions on the premises or adjacent public ways. MVOBs in shopping centers shall use the common access or accesses provided other businesses in the center.

§ 19-2205. Conditional Use Permit Application Procedures. [Ord. 807, 8/14/1972; amended by Ord. 1053, 4/6/1983, Section 2; Ord. 1289, 8/14/1990, Section 14; Ord. 1840, 4/4/2006, Section 21]

- a. Submission. Applications for a conditional use permit for a MVOB use shall be submitted to the Planning Department at least 15 days before the date of the public meeting at which the Planning Commission will receive and review the application. All information and review fees required by this ordinance shall be submitted with the application and the application shall be accompanied by a development plan as prescribed in Section 305.a.
- b. Council Action. Municipal Council shall receive and consider the application for the MVOB together with the report and recommendation from the Planning Commission at a public meeting to be held within 60 days of receipt of the application. Council shall take action on the conditional use application within 45 days of the last hearing before Council. Council shall hold hearings on and decide the request in accordance with the expressed standards and criteria herein for MVOB Uses. Council may attach such reasonable conditions and safeguards, in addition to those expressed in the ordinance, as it may deem necessary to protect the public welfare. When the application is not approved in terms as filed, the decision shall specify the defects found in the application which have not been met and shall cite the provisions of the ordinance relied upon. A written notice of Council's action shall be mailed to the applicant by the Borough Secretary not later than the day following the decision.
- c. Termination of the Conditional Use Permit. When the conditional use permit is authorized by Council, continuation of such use shall be dependent upon meeting the expressed terms of the permit and the ordinance. In the event of non-compliance, the conditional use permit shall be suspended until such time the use is again compliant.
- d. Modification and Transfer of the Conditional Use Permit. The conditional use

permit may be modified only by action of the Municipal Council subject to a new public hearing and review. Transfer of the permit to a new owner or operator is allowed without hearing and shall not constitute modification provided that compliance is maintained with the terms of the original approval.

§ 19-2206. Occupancy Permit. [Ord. 807, 8/14/1972; amended by Ord. 1284, Section 17.; Ord. 1840, 4/4/2006, Section 22]

A zoning permit shall be issued when the provisions of this ordinance have been met and the specified conditions of Municipal Council complied with.

§ 19-2207. Conditional Use Site Plan. [Ord. 807, 8/14/1972; amended by Ord. 860, 10/8/1974, Section 1; Ord. 941, 9/11/1978, Section 128; Ord. 1198, 2/8/1988, Sections 24, 25 and 26; Ord. 1284, 7/10/1990, Section 17]

MVOBs may be permitted only after review and report by the Planning Commission and approval by Council for specific location, and shall be subject to the following conditions and procedures:

- a. **Building and Structure Compatibility.** All proposed MVOB buildings and structures shall be designed and planned to take advantage of and be compatible with natural features of the site and area, and shall not be in conflict with the character of existing structures in areas where a definite pattern or style has been established.
- b. **Drainage.** All sites shall provide for proper stormwater management, in accordance with Chapter XIV, Section 201, et. seq., of this Codification.
- c. **Ingress and Egress.** MVOBs adjacent to or integrated in a shopping center or cluster of commercial facilities shall use the common access with other business establishments in that center.
- d. **Screening.** MVOBs shall be screened from abutting residential districts or from residential uses in C zones on the ground floor by a solid masonry or board wall fence of acceptable design six feet in height; or by a tight, sight-obscuring evergreen hedge, shrub or tree border. No residential screening fence shall be located so it will obstruct safe traffic vision, and no screening fence shall have advertising thereon.

MVOBs shall be screened from abutting public sidewalks and streets by a solid decorative wall, fence, hedge or shrub border three feet high to prevent improper and unsafe access to the site. The wall, fence, hedge or shrub border shall extend along the entire length of the property lines to within 15 feet to driveways or intersections where it shall be reduced to two feet high.

- e. **Underground Utilities.** All utility lines on the site shall be installed underground.
- f. **Limitations.** Gasoline service stations shall be limited to two service islands and three gasoline pumps per island for the minimum size lot. One service bay and three pumps may be added for each 1,000 square feet of site area exceeding the

minimum.

- g. A development plan for an MVOB shall be submitted, pursuant to Section 305 of this chapter.

§ 19-2208. Regulations Governing Conditional Use Permit Approval. [Ord. 807, 8/14/1972; amended by Ord. 860, 10/8/1974, Section 1; Ord. 941, 9/11/1978, Section 128; Ord. 1284, 7/10/1990, Section 17]

- a. Activity. All servicing and activities, with the exception of those specified in this ordinance, shall be conducted outside of public rights-of-way and within an enclosed building or within an area specified on the site plan for outdoor eating.
- b. Signs. All signs on the site shall conform with sign regulations adopted by Council.
- c. Landscaping. All landscaping plant materials shall be kept alive and in excellent condition. Landscaped areas shall not be used for the purpose of storing vehicles, trailers or other equipment.
- d. Storage.
 - (1) Flammable Materials. Flammable materials used in the conduct of MVOBs shall be stored within the building setback lines. Proper care shall be exercised in proposed above- or below-the-ground storage containers to protect public safety.
 - (2) Merchandise. All merchandise and material for sale, including vending machines, shall be displayed within an enclosed building, except for the following:
 - (i) Oil for use in motor vehicles may be displayed and sold from an appropriate rack or compartment at the gasoline station pump islands for the convenience of the customer and station attendant.
 - (3) Trash. All MVOBs shall provide suitable storage of trash areas which are so designed and constructed as to allow no view of the trash storage from the street, to prevent waste from blowing around the site or onto adjacent properties or public rights-of-way and to permit safe, easy removal of trash by truck or hand.
 - (4) Used Oil. All used motor oils and other similar materials and products shall be stored only in underground or inside areas.
 - (5) Inoperative Motor Vehicles. Storage of inoperative or unregistered motor vehicles shall not be permitted on MVOB sites for policing and fire protection reasons, except for the following:
 - (i) Motor vehicles which are currently under servicing by a gasoline service station may be stored in appropriate outside parking for a period not to exceed 30 days.

- (ii) Motor vehicles which have been towed from the scene of an accident may be held or stored by gasoline service stations in appropriate parking areas for a period not to exceed three days.
 - (iii) Storage or parking of motor vehicles for rental income shall not be permitted.
- e. Rental Vehicles. When the rental of equipment, automobiles, trucks or trailers is to be conducted on an MVOB site, additional land area and paved area shall be provided in addition to the driveway, parking area and landscape areas required by this ordinance for a normal MVOB operation. An additional 1,000 square feet of site area shall be provided for each five rental units. No parking of rental units shall be permitted on landscaped areas or driveways.
- f. Vehicular Areas. All hydraulic hoists, pits, lubrication, washing, repair and service not of an emergency nature or unusual short-term minor work shall be conducted entirely within a building.
- g. Other Conditions. The Planning Commission may recommend, and municipal Council may require, provisions for other conditions which will tend to eliminate or reduce public nuisances caused by noise, heat, odors, smoke, dust, vibration, glare, flooding, and traffic congestion, and promote the purposes of Part A of this chapter.

§ 19-2209. (Reserved)

§ 19-2210. Nonconforming MVOBs. [Ord. 807, 8/14/1972; amended by Ord. 1637, 10/5/2000, Section 6]

Existing MVOBs which do not comply with the regulations and conditions of this ordinance shall be considered to be nonconforming and allowed to continue; however, all nonconforming MVOBs shall comply with the following requirements within one year after written notification by the State College Zoning Officer of items which must be corrected. The Design Review Board will assist the Zoning Officer in making reasonable recommendations to property owners of nonconforming uses to enable the property owner to bring his property into compliance with the ordinance.

- a. Whenever an MVOB is located adjacent to a residential district or residential use on the ground floor in C districts, appropriate screening, provided in Section 2208.d of this chapter, shall be complied with.
- b. All exterior lighting shall be brought into conformity with the lighting requirements of Part K of this chapter.
- c. All inoperative or unregistered motor vehicles shall be removed in accordance with the requirements of Section 2209.c(5) of this chapter.
- d. All trash storage areas shall be made to conform with the requirements of Section 2209.c(3) of this chapter.

- e. All storage of merchandise for sale, including vending machines, shall be made to conform with the requirements of Section 2209.c(2) of this chapter.

§ 19-2211. Vacant MVOB Buildings. [Ord. 807, 8/14/1972]

When an MVOB building becomes vacant for a period exceeding one year, the property owner shall be required to remove or treat in a safe manner approved by the Director of Public Works, all flammable materials, storage tanks or areas.

When an MVOB building becomes vacant and its conditional use permit not utilized for a period of one year, the permit shall lapse and the use of the land thereafter conform to the use permitted in the zoning district in which it is located.

Proclamation

BLACK HISTORY MONTH

February 2023



STATE COLLEGE BOROUGH

- WHEREAS, Each February, we observe Black History Month in all our communities across the United States. Black History Month serves as a celebration of the defining achievements and contributions of African Americans to our nation's economic, cultural, spiritual, scientific, legal, and political development. We honor the central role African Americans have played in our history; and
- WHEREAS, We pay tribute to the many generations whose birthright of freedom and dignity and the earned wealth produced by their hard toil, creativity, and intellect, was brutally and wrongly stolen from them. We honor those countless people who nevertheless persisted – through unimaginable cruelty and adversity justified by racial falsehoods – to enable a more just and equitable future. The struggle to bring the reality of our nation into alignment with the inspiring ideals and ideas on which it was founded continues today; and
- WHEREAS, Black History Month grew out of the work of Carter G. Woodson and the Association for the Study of African American Life and History in 1926.; and
- WHEREAS, each year, Black History Month is given a theme. The theme for 2023 is “Black Resistance” and explores how African Americans have resisted historic and ongoing oppression, in all forms, especially the racial terrorism of lynching, racial pogroms and police killings since the nation's earliest days.
- WHEREAS, we recognize and commend the invaluable contributions of African Americans that have shaped our community of State College. We honor local individuals and groups – our neighbors, friends, and colleagues – who have enriched all of our lives in so many important and wonderful ways and continue to move us towards the ideals of fairness, justice, and equity; and
- WHEREAS, in the Borough of State College, PA, together, we continue our work to create a welcoming, inclusive, and engaged community where diversity is cherished and celebrated,

NOW, THEREFORE, in recognition of African Americans – past and present – in our community I, Ezra Nanes, Mayor of the Borough of State College, PA, hereby proclaim February 2023 to be Black History Month. I encourage all community members to celebrate our diverse heritage and culture and to continue our efforts to create a world that is more just, peaceful, and prosperous for all.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed, the great seal of the Borough of State College, this 6th day of February 2023.



Mayor Ezra Nanes
February 6, 2023

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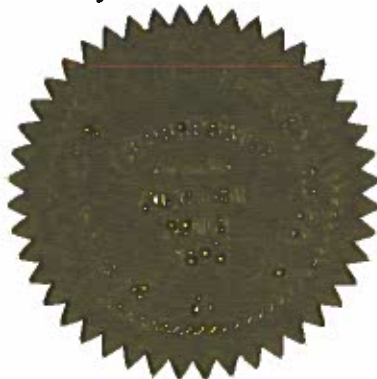
Proclamation

RENAMING STATE COLLEGE THE "CITY OF THON" FOR THE WEEKEND OF THON 2023

- WHEREAS, the Borough of State College has received a request to ceremonially rename the Borough of State College to the "City of THON" beginning Friday, February 17, at 6 p.m. through Sunday, February 19, at 4 p.m.; and
- WHEREAS, THON is a student-run philanthropy committed to enhancing the lives of children and families impacted by childhood cancer, with a mission to provide emotional and financial support, spread awareness and ensure funding for critical research – all in pursuit of a cure; and
- WHEREAS, "For the Kids" are three words that motivate and inspire more than 16,500 students across the Commonwealth of Pennsylvania to give of their time and selfless dedication in the pursuit of finding a cure for childhood cancer; and
- WHEREAS, THON has raised more than \$200 million since 1977 for the Four Diamonds at Penn State Health Children's Hospital. Last year alone, THON raised \$13,756,374.50; and
- WHEREAS, thanks to THON, the Four Diamonds and the Penn State Health Children's Hospital recruits world-class talent to continue innovative research benefitting children worldwide.

NOW, THEREFORE, I, Mayor Ezra Nanes, do hereby proclaim this ceremonial name change beginning Friday, February 17, 2023, at 6 p.m. and lasting through Sunday, February 19, 2023, at 4 p.m. For these days, the Borough of State College shall proudly be known as The City of THON.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed, the great seal of the Borough of State College, this 6th day of February 2023.



Mayor Ezra Nanes
February 6, 2023



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Proclamation

*NATIONAL SCHOOL COUNSELING WEEK
February 6-10, 2023*

WHEREAS, the schools in our community employ school counselors to help students realize their full potential, build self-awareness and confidence, and navigate challenges; and

WHEREAS, school counselors commit to actively helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development and to learn constructive and empathetic communication; and

WHEREAS, school counselors provide parents with additional resources they may need to further support the educational, personal, and social growth of their children; and

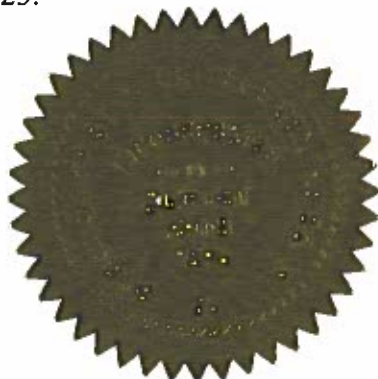
WHEREAS, school counselors work with teachers and other educators to help students explore their interests, understand their unique abilities, and set motivational and meaningful goals for themselves; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and enable students to become productive and fulfilled members of society; and

WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

NOW, THEREFORE, I, Mayor Ezra Nanes, do hereby proclaim February 6-10, 2023, as National School Counseling Week.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed, the great seal of the Borough of State College, this 6th day of February 2023.



Mayor Ezra Nanes
February 6, 2023



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2023 STATE COLLEGE PLANNING COMMISSION WORK PROGRAM

Approved by Planning Commission on: _____

Key: I = Initiate Planning; IP = In Progress

Approved by Borough Council on : _____

BC = Refer to Council; R = Required

C = Complete

	<u>Routine Activities</u>	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Comments
1	Land Development Plan Reviews	R	These activities vary greatly in their scope and support the 2019 Strategic Plan Goals	All routine items take place on an as needed basis.				
2	Subdivision and Lot Consolidation Plan Reviews	R						
3	Items referred by Borough Council (including zoning amendments)	R						
4	Capital Improvements Program & State of Planning Report	R						
5	Interaction with CRPC	R						
6	Penn State Liaison	R						
7	SCPC Reports to Borough Council	R			BC		BC	
8	Coordinate with RDA on Redevelopment Area Certifications as needed	M						Fairmount & Pugh/Glennland/McAllister Redevelopment Areas
9	Meet with Neighborhood Associations	H			IP		IP	
	<u>Zoning Ordinance Comprehensive Update</u>	Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Comments
10	Continue meeting jointly with Council, PC, and the ZRAC to review policy direction. Consultant to complete a Zoning Code Economic Feasibility Assessment and present the findings to guide zoning decisions. Reengaging with Clarion Associates on comprehensive revision. Initial draft of ordinance targeted for Summer 2023.	H	Goals: Vibrant and Prosperous & Planned and Sustainable	IP				This project is the highest priority and other priorities may be minimized in order to focus time and resources on this project.

<u>Downtown Master Plan Implementation</u>		Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Comments
11	Assist with implementation activities as identified in the Downtown Master Plan Implementation Program	M	These activities vary greatly in their scope and support the 2019 Strategic Plan Goals	IP	<div></div>			Implementation of priority recommendations/items and identification of partnerships/resources needed. 2023 priorities: Kickoff Calder Way Utility Relocation and Pedestrian Improvement Feasibility Study.
12	Participate in joint meetings with Borough, University, and Regional municipal officials regarding potential partnerships and implementation of Plan's recommendations.	L	Goal: Relational and Effectively Governed	As needed				
<u>Neighborhood Plan Implementation</u>		Priority	Council Goals	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Comments
13	Assist with implementation activities as identified in the Neighborhood Plan Implementation Program	H	Goals: Vibrant and Prosperous & Planned and Sustainable	IP	<div></div>			Implementation of priority recommendations/items and identification of partnerships/resources needed. 2023 priority is to focus on the comprehensive zoning revision.
14	Participate in joint meetings with Borough, University, neighborhood and community representatives regarding ongoing/upcoming projects, potential partnerships, and implementation of Plan's recommendations	M	Goal: Relational and Effectively Governed	As needed				Coordinate with PSU regarding any updates to the Five-Year Capital Plan.

2023 STATE COLLEGE TREE COMMISSION WORK PROGRAM

Recommended by Tree Commission _____

Approved by Borough Council _____

Key: H=High, M=Medium, L=Low

I=Initiate Discussion, IP= In Progress, C=Complete, R/C=Review and Comment, BC = Refer to Council

		Priority	Council Goals	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Comments
1.	Evaluate Insect & Disease Threats to Borough's Urban Forest. Following regular updates concerning insect and disease threats to the Borough's Urban Forest, the Tree Commission should offer management strategies to mitigate problems or reduce the Borough's liability.	H	1, 2, 5	I	R/C	C		Prepare information for home owners regarding spotted lanternfly and spongy moth.
2.	Planting and Removal Recommendations. Review, comment and make recommendations to the Public Works Director on proposed tree removals and plantings recommended by the Arborist.	H	1, 5		I	R/C	C	Review Arborist recommendations in July, public hearing in October, final decisions by November
3.	Work Collaboratively with Adjacent Tree Commissions. Participate in meetings with Borough, Harris Township, Ferguson Township, and Penn State Tree Commissions to discuss common threats to urban forest as well as coordinate projects.	L	2,3	I	IP	C		Reach out to neighboring tree commissions to set up date for a joint meeting. Possible speakers include Borough Arborist, Ferguson Township Arborist, PSU
4.	Identify Planting Opportunities in the Downtown Business District. Continue to identify tree planting locations in the downtown including private property.	L	1, 5, 6	IP	→	→	→	Continuous as development occurs
5.	Review Recommended Planting List. Add, delete or modify species and cultivars of trees recommended for planting along Borough streets and rights-of-way.	M	1, 5, 6	I	R/C	C	BC	Review current list and recommend edits as needed
6.	Review Policy for Right-of-way Plantings in the Downtown District	M	1,5,6	I	R/C	C	BC	

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**2022 LGBTQ+ ADVISORY COMMITTEE WORK PROGRAM
AND REPORT TO BOROUGH COUNCIL, 2/6/2023**

The Work Plan

LGBTQ+ approved the 2022 Work Plan on Tuesday, January 31, 2023.

The 2022 Work Plan included efforts to increase the Human Rights Campaign (HRC) Scorecard for the Borough, sponsoring and executing the 2022 Pride Parade (June), Proclamation for 2022 Pride Month (June), discussion with Happy Valley Adventure Bureau (HVAB) to bring business into the area and design of the 2022 Pride Banner, among the many other items listed below in the “2022 Record of Work.”

Moving forward to 2023, the LGBTQ+ Advisory Board plans to expand and improve on 2022, efforts and accomplishments, by design and implementation of a survey fielding the general public on their awareness and perception of the LGBTQ+ community presence and effect within the general community. Additionally, we will be filling 6 Advisory Board vacancies in 2023, and continually maintaining our 100% perfect Municipal Equality Index (MEI) score which envelops our total being within the community.

2022 Record of Work

1. The LGBTQ+ Advisory Committee meets quarterly at noon on the third Thursday of January, April, July, and October.
2. The membership consisted of fifteen members in 2022, decreasing to 9 members, 6 vacancies that will need to be filled in 2023, including: SCASD, PSU Queer and Trans People of Color, PSU Student Lion Pride for Inclusion, Diversity & Equity (Formerly PSU LGBTQ+ Student Roundtable), At-Large-Member and 2 Borough of State College Staff Liaison positions. As in past years, the committee is seeking motivated individuals to serve along with the remaining members to encourage participation and engagement of all individuals regardless of sexual orientation or gender identity into the State College community.
3. Regarding events in 2022 and going forward in 2023, Borja Gutierrez, Chair, wants to increase awareness of LGBTQ+ presence, purpose and contribution to the community by developing and implementing a community survey to identify the general population's, perception, sensitivity and camaraderie with the LGBTQ+ community.
4. 2022 Accomplishments
 - a. Achieved a score of 100 + 6 Bonus Points for the 2022 Municipal Equality Index (MEI) , tied for top spot in Pennsylvania with 3 other cities in Pennsylvania, including: Pittsburgh, Philadelphia and Erie.

2022 Record of Work (continued)

- b. Met in person with Alina Wong, representative of “Happy Valley Adventure Bureau (HVAB),” to discuss generating business in the area by direct conversations with Borough Council members and organizations like Campus & Community in Unity (CCU) to actively advise equity work, i.e., working on having a system in place for when discrimination occurs in the community, including CCU as a soundboard if reluctant to talk to the police.
 - i. Met with Terry Watson, Chairperson, CCU, and State College Borough LGBTQ+ agreed to become a part of an on-going collaboration and relationship with CCU.
- c. Kevin Kassab assisted in defending an anti-discrimination occurrence in a downtown business where an individual identified as non-binary used a gender specific restroom and was berated for it. Kevin met with the downtown business owner. The business owner understood the issue and will review policy of gender specific restroom usage. If needed, Kevin would be willing to talk with the staff.
- d. Pride 2022: Huge success and positive feedback was stated, e.g., “State College felt like a joyful place to be!” Mark Hayes was even able to ordain a surprise wedding! Additionally, sponsorship contribution was beyond generous, and a 2022 new Pride banner was designed.
- e. 2022 PA Pride Community Grant Winner: The Centre LGBTQ+ Support Network was awarded \$7,000 from the PA Tourism Office to continue to bring visibility to the LGBTQ+ communities and to uplift celebrations, like State College Pride, across the Commonwealth.
- f. Kevin Kassab represented State College Borough LGBTQ+ and participated with Logistics, as a committee member for the organization of “Global Dignity Day, a celebration of unity in the belief that everyone deserves to live a life of dignity,” on Wednesday, October 19, 2022, here at the Borough. The event was in-person and by invitation only, to those selected within the city, townships and The Pennsylvania State University staff and is celebrated annually in over 80 countries.

2023 STATE COLLEGE DESIGN REVIEW BOARD WORK PROGRAM

Approved by the Design Review Board on: _____

Key: I= Initiative Discussion, IP= In Progress, C=Complete

Approved by Borough Council on: _____

R/C=Review and Comment, BC=Refer to Council

	<u>Routine Activities</u>	Priority	Council Goals	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Comments	
1	Land Development Plan Reviews	High	These activities vary greatly in their scope and support the 2019 Strategic Plan Goals.				End of Year Report to Council on DRB Activities & Upcoming Year's Work Program	As-Needed Revisions to Meeting Presentation Template (with Planning Commission)	
2	Holtzman Award (spring)			BC					
3	Items Referred By Council and Planning Commission								Inclusionary Housing Ordinance
4	Update DRB Webpage				I	C			
5	Review DRB Mission			I					
6	Focus on Appearance Award (fall/winter)							BC	
	<u>Other Activities</u>	Priority	Council Goals	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Comments	
7	Design Review Board FAQ for webpage (include refresher of the Design Guidelines)	High	Goals: Planned and Sustainable & Vibrant and Prosperous						
8	Participate when appropriate in ways to improve public space	Future	Goals: Planned and Sustainable & Vibrant and Prosperous					Review Calder Way Utility Relocation and Pedestrian Improvement Feasibility Study	
9	Downtown Master Plan Activities	Future	Goal: Vibrant and Prosperous						

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From: Lane LaBelle <lanealabelle@gmail.com>

Sent: Thursday, January 12, 2023 12:24 PM

To: Shilala, Mary Ann <mshilala@statecollegepa.us>

Subject: Re: LGBTQA Advisory Board Meeting, Thursday, January 19, 2023, 12:00 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mary Ann,

I will be attending virtually this time.

Additionally, I will be moving out of State College at the end of this summer, so I think I will regretfully need to resign from my position on the board at that time. Is there a formal process involved?

Thank you!

--

Lane LaBelle

they/them

248.949.0131

<https://www.linkedin.com/in/lane-labelle/>

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I apologize for the delay in communication. It had been my intention to resign from the commission as I have moved out of the Borough, and therefore I do not believe I am eligible to participate. Please let me know if I can be of any further assistance.

Sincerely,

Brian Schultz

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RESOLUTION #1344

A RESOLUTION OF INTENT TO INCUR INDEBTEDNESS TO FINANCE THE CALDER WAY SEWER LINE PROJECT AND TO ALLOCATE A PORTION OF THE PROCEEDS THEREOF TO THE PAYMENT OF CERTAIN EXPENDITURES TO BE MADE TOWARD THE CAPITAL PROJECTS PRIOR TO THE ISSUANCE OF SUCH INDEBTEDNESS.

WHEREAS, The Borough of State College (the “Borough”) contemplates undertaking capital projects consisting of activities relating to the Calder Way Sewer Line Project (collectively, the “Project”); and

WHEREAS, The Borough has determined that it may be necessary for the Borough to incur debt in the estimated principal amount of \$2,303,853 (the “Obligations”), to finance all or a portion of the costs and expenses of the Projects; and

WHEREAS, The Borough contemplates that it may be necessary or appropriate to pay certain costs and expenses of the Projects with money in the General Fund, Sewer Fund, or a Capital Reserve Fund of the Borough, from time to time, and reasonably expects to reimburse such fund(s) with proceeds of the Obligations; and

WHEREAS, Section 1.150-2 of the Treasury Regulations promulgated by the United States Internal Revenue Service (the “Reimbursement Regulations”), which are applicable to the Projects, requires the Borough to make a “declaration of official intent” to reimburse specified accounts or funds of the Borough for certain capital expenditures advanced in connection with the Projects from a “reimbursement bond,” as such phrase is defined in the Reimbursement Regulations; and

WHEREAS, The Borough desires to declare its official intent with respect to certain capital expenditures and reimbursements thereof to be made in connection with the Projects.

NOW, THEREFORE, BE IT RESOLVED:

1. The Borough hereby expresses its intent to proceed with the Projects and to finance a portion of the Projects with proceeds of the Obligations in an amount estimated to be \$2,303,853.
2. The Borough hereafter, from time to time, shall apply money from its General Fund, Sewer Fund, or a Capital Reserve Fund for the purpose of paying certain expenditures relating to the Projects, and related costs of

a capital nature. Such expenditures are not intended to finance the Projects on a long-term basis, but on an interim basis only.

3. The Borough declares its intention to reimburse its General Fund, Sewer Fund, or Capital Reserve Fund for such amounts paid for expenditures allocable to the Projects from proceeds of the Obligations.
4. The Borough hereby declares that this Resolution shall constitute a “declaration of official intent” within the meaning of Section 1.150-2 of the Treasury Regulations promulgated by the Internal Revenue Service under Sections 141 through 150 of the Internal Revenue Code of 1986, as amended.
5. The Secretary or Assistant Secretary of the Borough is hereby directed immediately to enter this Resolution upon the minutes of the Borough.

Resolved this ____ day of February 2023.

ATTEST:

Dianna S. Walter
Assistant Borough Secretary

BOROUGH OF STATE COLLEGE:

By: _____
Jesse L. Barlow
President of Council

PENNVEST Funding Offer

This Funding Offer is based upon the information submitted for consideration. This offer includes the amount of PENNVEST funding, interest rate, repayment term, as well as the standard terms and conditions that accompany the offer. You must review the offer in order to continue on to the settlement checklist and information collection process.

Description

Contact: Katie Hall

Project Number: 14703132211-CF

Project Title: Borough of State College Calder Way - Stormwater Infrastructure Improvement Project

Company: Borough of State College

Funding Offer

Board Approval Date:	1/12/2023
Loan Amount:	\$2,440,892.00
Non-Repayment Amount:	\$0.00
Credit Enhancement Amount:	\$0.00
Estimated Monthly Payments for Years 1 through 5:	\$12,053.18
Estimated Monthly Payments for Years 6 through Maturity:	\$12,435.55
Amortization Period in Months:	240
Interest Only Period:	(up to) 36
Interest Rate of Loan for Years 1 through 5:	1.743
Interest Rate of Loan for Years 6 through Maturity:	2.179
Credit Enhancement Type:	None
Credit Enhancement Fee:	\$0.00

Cost Break Down

PHASE	PENNVEST	LOCAL	TOTAL
Administrative	\$46,411.00	\$0.00	\$46,411.00
Legal	\$5,149.00	\$0.00	\$5,149.00
Financial/Accounting	\$0.00	\$0.00	\$0.00
Interest	\$41,021.00	\$0.00	\$41,021.00
Engineering	\$164,782.00	\$0.00	\$164,782.00
Permits	\$0.00	\$0.00	\$0.00
Lands	\$0.00	\$0.00	\$0.00
Construction	\$1,547,037.00	\$0.00	\$1,547,037.00
Contingency	\$138,558.00	\$0.00	\$138,558.00
Other	\$497,934.00	\$0.00	\$497,934.00
TOTAL	\$2,440,892.00	\$0.00	\$2,440,892.00

Collateral

Collateral

1. The note of the Borough of State College shall also be secured by a pledge of its taxing authority.

Special Conditions

2. Receipt of the annual audited financial statements of the Borough of State College for the term of the PENNVEST stormwater construction loan.

Terms And Conditions

General Financial Terms & Conditions

Funding Recipient

For purposes of this Funding Offer, Company may be referred to herein as Funding Recipient.

Funds Availability

Funding Recipient agrees that this Funding Offer is subject to the availability of PENNVEST funds.

Repayment

Funding Recipient agrees to repay PENNVEST in accordance with the terms set forth in this Funding Offer.

Settlement Date

Funding Recipient agrees to make every effort to confirm the contractual obligations with PENNVEST and to provide consideration for this Funding Offer ("Settlement") within one hundred eighty-two (182) days from the date the Board approved the original funding for this project ("Settlement Date"). In any event, if a Settlement Date does not occur within two hundred seventy-six (276) days from the date the Board approved the original funding for this project, this Funding Offer will terminate on the last day of the month in which the funding offer reaches two hundred seventy-six days after Board approval, unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

Collateral

Funding Recipient agrees, if applicable, to secure repayment by providing the collateral set forth in this Funding Offer. Any change to the collateral set forth in the Funding Offer shall require a written request from the Funding Recipient and the consent of PENNVEST.

General Financial Terms & Conditions**Revenue Stream**

If applicable, Funding Recipient agrees to provide, in a form satisfactory to PENNVEST, evidence that Funding Recipient has a revenue stream sufficient to repay the debt service on the financial assistance provided by PENNVEST, unless PENNVEST has approved the use of other collateral independent of the revenue stream to secure repayment. In addition, the Funding Recipient shall enact an ordinance, adopt a resolution, or take other such official action as may be appropriate, prior to Settlement, which provides for the implementation of sufficient rates or revenues to cover all operational and maintenance costs, the debt service on any PENNVEST loan and the debt service on all other outstanding debt of the Funding Recipient at least three (3) months prior to the scheduled amortization date (as defined in the Funding Agreement). In any event, Funding Recipient shall provide, in a form satisfactory to PENNVEST, a plan for repayment of any PENNVEST loan. If Funding Recipient is regulated by the Public Utility Commission ("PUC"), Funding Recipient agrees to take all necessary actions to obtain PUC approval of revenue stream rates.

Payment of Costs

Funding Recipient agrees, without condition, to pay all reasonable fees, expenses, taxes, costs and charges associated with the financial assistance being provided by PENNVEST, including but not limited to, title insurance premiums and search fees, survey costs, and recording and filing fees, if any.

Additional Information

Funding Recipient agrees that PENNVEST can require additional information or documentation and impose further conditions if PENNVEST deems necessary based upon review of the information submitted by the Funding Recipient.

Assignment

Funding Recipient agrees not to assign the proceeds from the financial assistance provided by PENNVEST without the prior written consent of PENNVEST. Any attempt at assignment without consent shall be void.

Modification

Funding Recipient agrees that no change or modification to this Funding Offer shall be valid unless and until PENNVEST initiates an amended Funding Offer and the Funding Recipient views the changes or modifications and elects to proceed with Settlement on the Funding Offer.

Entire Agreement

Funding Recipient further agrees that this Funding Offer represents the entire funding offer agreement between the parties. To the extent this offer represents an increase funding approval this offer integrates and includes any and all prior or contemporaneous agreements between the parties relating to this project.

Survival

Funding Recipient agrees that the obligations set forth in this Funding Offer shall survive Settlement on the financial assistance and shall be continuing obligations until all required payments, including applicable interest and fees, have been made in full and all other obligations have been fully completed and discharged.

Outstanding Financial Assistance

Funding Recipient agrees that, to the extent that financial assistance requiring repayment was previously provided to funding recipient by PENNVEST and has not been fully repaid, Funding Recipient is in compliance with obligations under the prior funding documents and is not delinquent on repayment.

Refinancing

Funding Recipient shall not use PENNVEST funds to replace long-term financing that has been offered or committed to the Funding Recipient at reasonable rates as of the date of this Funding Offer.

Independent Audits

Funding Recipient agrees, if required by PENNVEST, to obtain independent audits of its financial documents and condition and to submit certified copies of such audits to PENNVEST.

Other Obligations

Funding Recipient agrees that accepting funding from PENNVEST will not result in a default by Funding Recipient on any other obligation of Funding Recipient, including but not limited to, a default pursuant to the terms of any bond offering, indenture, mortgage, restriction, lease, or other agreement. Funding Recipient agrees to provide PENNVEST with evidence that no such default will occur, in a form satisfactory to PENNVEST, prior to the Settlement Date.

Insurance

Funding Recipient agrees to maintain, or cause to be maintained, adequate business insurance coverage on its business assets for the term of the financial assistance including the construction period and to provide PENNVEST with evidence of such insurance, in a form satisfactory to PENNVEST, prior to the Settlement Date. In the event of a Brownfields project, Funding Recipient also agrees to obtain and cause to be maintained environmental cost cap and remediation liability insurance until such time that Funding Recipient receives a letter from DEP releasing the Funding Recipient from liability of known contaminants under Act 2, a later defined term. In the event PENNVEST obtains a mortgage as collateral, Funding Recipient also agrees to obtain a lenders title insurance policy and endorsements on terms and conditions acceptable to PENNVEST.

General Financial Terms & Conditions**Tax-Exempt Financing**

Funding Recipient agrees not to report any funding received from PENNVEST as a tax-exempt financing.

Automatic Debit/Credit

Funding Recipient agrees to comply with any automated debit or credit system that PENNVEST may institute.

Attorney

Funding Recipient agrees, if applicable, to retain an attorney, licensed to practice law in the Commonwealth of Pennsylvania, to provide legal assistance and advice to the Funding Recipient with regard to the terms and conditions of this Funding Offer and to provide the requisite opinions of counsel at Settlement. Funding Recipient agrees to provide PENNVEST with a copy of its engagement letter, which shall include the attorney's total anticipated fee with respect to the project, in a form satisfactory to PENNVEST, prior to the Settlement Date. At Settlement, the Funding Recipient shall furnish to PENNVEST an opinion of the Funding Recipient's counsel, in a form satisfactory to PENNVEST, that, among other things, the Funding Recipient is duly organized and authorized to enter into the transaction; that the transaction and its terms do not violate any rules, regulations, laws, orders or agreements by which the Funding Recipient is bound; that there is no litigation threatened or pending that will affect the Funding Recipient's ability to enter into the transaction or complete this project; and that the Funding Recipient has acquired, and has good and marketable title to, all real property interests necessary to complete this project. The opinion letter will also address any other matters to which PENNVEST wishes the Funding Recipient's counsel to opine.

Conference Calls

As a condition of this Funding Offer, Funding Recipient, its licensed engineer and its attorney, if applicable, shall be available to participate in conference calls with PENNVEST to work through the Settlement process effective immediately after approval of this Funding Offer, unless such condition is expressly waived by PENNVEST. All conference call attendees should have electronic access to the PENNVEST Online Funding Request website during all scheduled conference calls.

Funds Disbursement Process

As a condition of this Funding Offer, Funding Recipient understands that it will be required to participate in PENNVEST's funds disbursement process.

Financial Statements

If applicable, within one hundred eighty (180) days after the end of each fiscal year, the Funding Recipient shall transmit to PENNVEST its financial statements using PENNVEST's DocuSign upload procedure on the PENNVEST website under Services/Loan Servicing/Annual Financial Reporting. The financial statements shall consist of a balance sheet, income statement and statement of source and application of funds. Such financial statements:

- a. Shall be prepared by an independent public accounting firm approved by the Authority;
- b. Shall be prepared in accordance with generally accepted accounting principles and practices consistently applied or generally accepted governmental accounting principles and practices consistently applied, as applicable;
- c. Shall be in a form satisfactory to PENNVEST; and
- d. Shall be certified as true and correct by the chief financial officer of the Funding Recipient.

Confidential Information

The Funding Recipient agrees not to include confidential or proprietary information or trade secrets as part of any submission to PENNVEST in response to this Funding Offer or in preparation for Settlement. If the Funding Recipient determines that it must divulge such information as part of its submissions, the Funding Recipient agrees to submit a signed written statement to that effect in accordance with 65 P.S. § 67.707(b) and agrees to additionally provide a redacted version of its proposal, which removes only the confidential or proprietary information and trade secrets for public disclosure purposes.

Right-to-Know Law

a. The Pennsylvania Right-to-Know Law (hereinafter referred to as the "RTKL"), 65 P.S. §§ 67.101-3104, applies to this Funding Offer and all documents provided to PENNVEST in connection with Settlement (the "Funding Documents"). For the purpose of administering the matters relating to the RTKL set forth in this Section, the applicable "Commonwealth agency" as provided in the RTKL shall be PENNVEST. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the RTKL.

b. If PENNVEST needs the Funding Recipient's assistance in any matter arising out of the RTKL, PENNVEST shall notify the Funding Recipient in writing.

c. Upon written notification from PENNVEST that it requires the Funding Recipient's assistance in responding to a request under the RTKL for information that may be in the Funding Recipient's possession, constituting, or alleged to constitute, a Public Record in accordance with the RTKL, Funding Recipient shall:

1. Provide PENNVEST, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Funding Recipient's possession arising out of this Funding Offer or the Funding Documents that PENNVEST reasonably believes may be a Public Record under the RTKL ("Requested Information"), to permit PENNVEST to evaluate whether such Requested Information is, in fact, a Public Record within the scope of the subject RTKL information request; provided, however, that providing such Requested Information not previously in PENNVEST's possession shall not be considered an admission by the Funding Recipient that such records are Public Records under the RTKL; and

2. Provide such other assistance as PENNVEST reasonably may request, in order to comply with the

RTKL.

If the Funding Recipient fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Funding Recipient shall indemnify and hold PENNVEST harmless for any damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure, including any statutory damages assessed against PENNVEST.

d. If the Funding Recipient considers the Requested Information not to be a Public Record, or exempt from production due to the inclusion of trade secret, confidential proprietary information, or any other reason for exemption from production as a Public Record under the RTKL, the Funding Recipient shall provide a written statement to PENNVEST within seven (7) days of receipt of PENNVEST's request for the Requested Information. This statement shall be signed by a representative of the Funding Recipient, explaining why the Funding Recipient considers the Requested Information exempt from public disclosure.

e. If such a written statement is timely provided, PENNVEST will rely upon it in denying a RTKL request for the information. However, if PENNVEST reasonably determines that such written statement is patently flawed or the Requested Information is, on its face, clearly not protected from disclosure under the RTKL, the Funding Recipient shall, subject to its rights of appeal, provide the Requested Information within five (5) business days of notification of PENNVEST's decision.

If the Funding Recipient fails to provide the Requested Information within the five (5) business days, the Funding Recipient shall indemnify and hold PENNVEST harmless from any damages, legal fees, penalties, detriment or harm, including statutory damages assessed against PENNVEST that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure to provide the records.

f. The Funding Recipient shall be entitled to challenge or appeal any decision of PENNVEST, the Commonwealth Office of Open Records ("OOR") or any applicable court mandating the release of any record to the public which the Funding Recipient believes is not properly subject to disclosure under the RTKL; provided, however, that (i) the Funding Recipient shall be solely responsible for all costs related to such action; and (ii) the Funding Recipient shall indemnify and hold harmless PENNVEST from and against any and all legal fees, damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of such action, including any statutory damages assessed against PENNVEST, regardless of the outcome of such legal challenge. If the Funding Recipient does not appeal or is not successful after final appeal from a determination by the OOR or Pennsylvania courts, the Funding Recipient agrees to waive all rights or remedies that may be available to it as a result of PENNVEST's subsequent disclosure of Requested Information pursuant to such a decision by the OOR or Pennsylvania courts. PENNVEST will reimburse the Funding Recipient for any costs associated with complying with this provision, but only to the extent allowed under the fee schedule established by the OOR, or as otherwise provided by the RTKL, if the fee schedule is inapplicable.

g. Notwithstanding the foregoing, nothing set forth herein is intended, nor shall it be construed, to expand the Funding Recipient's obligations, or PENNVEST's authority, beyond those obligations and authority, respectively, as are set forth in the RTKL, and the sole remedy for any failure by the Funding Recipient to perform any obligation arising hereunder, or under the RTKL, shall be limited to those specifically provided for pursuant to the RTKL, and the failure of the Funding Recipient to comply with the provisions of this Section shall not constitute a default or Event of Default under the Funding Offer or the Funding Documents.

Construction-Related Terms & Conditions

Construction Start

Funding Recipient agrees that construction shall not be initiated prior to the Settlement Date unless Funding Recipient has obtained prior written authorization from PENNVEST.

Engineering

Funding Recipient agrees, if applicable, to retain a licensed engineer competent to design and/or implement the project and provide construction oversight. Funding Recipient agrees to provide PENNVEST with evidence of such engineer's agreement, including the engineer's total fee to complete the project, in a form satisfactory to PENNVEST, prior to the Settlement Date.

Continuing Education

Funding Recipient agrees to comply with the continuing education requirements set forth in the Pennsylvania Infrastructure Investment Authority Act, March 1, 1988, P.L.82, No. 16, as amended, 35 P.S. § 751.10(j).

Steel Products

Funding Recipient agrees to comply with the provisions of the Steel Products Procurement Act, March 3, 1978, P.L. 6, No. 3, 73 P.S. § 1881 et seq., in every construction contract awarded for this project.

Real Estate

Prior to Settlement on this Funding Offer, Funding Recipient agrees to acquire all easements, rights-of-way, or other interests in real property needed for the construction of the project, and to have its attorney opine that all real property interests are free and clear of all liens and encumbrances other than those liens and encumbrances which will not adversely interfere with the project. If property interests are being acquired through condemnation and appeal rights have not been waived, PENNVEST will not conduct Settlement until the appeal period has expired and any preliminary objections have been satisfactorily resolved. If PENNVEST assumes an interest in real estate as a part of its collateral securing the PENNVEST funding, Funding Recipient agrees to obtain an appraisal and survey of the real estate and title insurance on the real estate on terms and conditions satisfactory to PENNVEST.

Permits

Funding Recipient agrees to obtain all permits needed for the construction of the project prior to Settlement on this Funding Offer. PENNVEST will not conduct Settlement until all appeal periods for such permits have expired. If an appeal is filed, PENNVEST, in its sole discretion, may choose not to conduct Settlement on this Funding Offer until the appeal is satisfactorily resolved.

Compliance

Funding Recipient agrees to comply with all local, state and federal statutes, regulations, and permit requirements applicable to the construction of the project and the operation of the project or system of which the project is a component part.

Construction-Related Terms & Conditions**Bid Requirement**

Funding Recipient agrees that no specification for bids in connection with the project financed by this Funding Offer shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment and, if available, Funding Recipient shall include at least two brand names or trade names of comparable quality or utility followed by the words "or equal". Notwithstanding the forgoing, the "or equal" requirement is categorically waived for supplies and equipment being purchased under the Commonwealth's Cooperative Purchasing Program (COSTARS) or projects being constructed under the Guaranteed Energy Savings Act (GESA).

Construction Contracts

Funding Recipient agrees to enter into written contracts with parties constructing the project and to require insurance, performance bonds and payment bonds covering the work to be performed. Funding Recipient agrees to provide PENNVEST with evidence of such contracts, insurance and bonds, in a form satisfactory to PENNVEST, prior to the Settlement Date.

Storm Water Ordinance

Funding Recipient agrees, if applicable, to provide, in a form satisfactory to PENNVEST, evidence that a storm water ordinance has been adopted by and is in effect in each municipality in which the project is located in accordance with the Storm Water Management Act, 1978, Oct. 4, P.L. 864, No. 167, 32 P.S. §680.1 et seq. and the Clean Streams Law, 1937, June 22, P.L. 1987, No. 394, 35 P.S. §691.1 et seq., as amended.

Stormwater Engineering Certification

Funding Recipient agrees, if applicable, to provide PENNVEST with certification from a licensed engineer that the design, plans and specifications for the project are consistent with all storm water ordinances applicable to the project.

Performance Certification

On the one-year anniversary of completion of the project, Funding Recipient agrees, if applicable, to provide PENNVEST with certification from a licensed engineer or other designated professional that the design, construction, maintenance and operation of the project system is consistent with the plans and specifications, as approved by PENNVEST and DEP.

Funding Additional Costs of Construction

Prior to Settlement on this Funding Offer, Funding Recipient agrees to provide evidence to PENNVEST of all other sources of funding which will be used to finance any portion of the construction costs for this project. Funding Recipient further acknowledges that this Funding Offer does not obligate PENNVEST to finance any increase in the cost of the construction for this project.

Project Scope

Funding Recipient agrees not to change the scope of the project as presented to PENNVEST in its application, and any associated plans and specifications, without the express written consent of PENNVEST. If prior to Settlement a change of scope affects the project priority ranking previously assigned to this project to the extent that it would not have been approved by the PENNVEST Board of Directors, this Funding Offer, and any acceptance thereof, shall be null and void.

Cost-effectiveness Analysis

If prior to Settlement, PENNVEST determines that the nutrient discharge problem to be alleviated by the project being funded by this Funding Offer can be more cost-effectively achieved through the purchase of nutrient credits, then PENNVEST reserves the right, in its sole discretion, to modify the terms and conditions of this Funding Offer to accommodate the purchase of nutrient credits.

Land Acquisition Costs

To the extent this Project will be funded in whole or in part with monies obtained by PENNVEST from the Unconventional Gas Well Fee Act, February 14, 2012, P.L. 87, No. 13, 58 Pa.C.S. §2301 et seq. and Funding Recipient is an authorized organization as defined in 27 Pa.C.S. §6103, the Funding Recipient agrees not to use funds provided through this offer for land acquisition unless the Funding Recipient has obtained the written consent of the county and municipality in which the land is situated in accordance with 58 Pa.C.S. §2315(b)(2).

Management Terms & Conditions**Discrimination**

Funding Recipient agrees not to discriminate on the basis of race, color, religious creed, ancestry, age, sex, natural origin, non-job related handicap or disability, or the use of a guide or support animal because of the blindness, deafness or physical handicap against any individual or independent contractor in activities funded by this Funding Offer, and shall be in compliance with the Pennsylvania Human Relations Act, Oct. 27, 1955, P.L. 744, No. 222, as amended, 43 P.S. § 951 et seq.

Contractor Responsibility

Consistent with Commonwealth Management Directive 215.9, Contractor Responsibility Program, dated April 16, 1999, Funding Recipient certifies that neither Funding Recipient nor any contractor or supplier providing services on this project are under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government. Funding Recipient further certifies that it has no delinquent tax liabilities or other Commonwealth obligations. If any suspension, debarment or delinquent obligation arises during the term of the agreement with PENNVEST for financial assistance, Funding Recipient agrees to notify PENNVEST within 15 days. Moreover, Funding Recipient agrees that failure to provide such notice shall constitute a default of the agreement. Funding Recipient agrees to be responsible for all necessary and reasonable costs incurred by the Office of Inspector General in investigating compliance with this provision when such investigation results in suspension or debarment of Funding Recipient or a contractor providing services on this project.

Management Terms & Conditions**Contractor Integrity**

Funding Recipient agrees to comply, and to require compliance by any contractors providing services on this project, with the contractor integrity provisions set forth in Management Directive 215.8, Contractor Integrity Provisions for Commonwealth Contracts, dated December 20, 1991.

Inspection/Audit

Funding Recipient agrees that PENNVEST, or its agents and representatives, shall have the right to inspect the project and audit the financial condition of Funding Recipient at any and all reasonable times. Funding Recipient further agrees to allow PENNVEST, or its agents and representatives, to examine and make copies of its drawing, plans, books, records, accounting data and other documents pertaining to the project or the financial condition of Funding Recipient.

Default

Funding Recipient agrees that PENNVEST, upon the occurrence of any of the following events, may declare Funding Recipient in default and exercise any available rights or remedies as PENNVEST deems necessary and appropriate:

- a. Material Change. A material adverse change in conditions represented to PENNVEST at or prior to Settlement on this Funding Offer relating to: (1) the financial condition of the Funding Recipient or any guarantor, (2) the Funding Recipient's ownership interest in or physical condition of the real property required for the project, or (3) the nature/scope of the project;
- b. Bankruptcy. The filing by or against the Funding Recipient or any guarantor of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee; or the making by the Funding Recipient or any guarantor of an assignment for the benefit of creditors, or in the event of any similar act or ordinance; or
- c. Suspension/Debarment. Failure to notify PENNVEST within 15 days of any suspension or debarment of the Funding Recipient, its contractors or suppliers by the Commonwealth of Pennsylvania, any other state or the federal government, or failure to notify PENNVEST within 15 days of any delinquent tax liability or other Commonwealth obligation of the Funding Recipient.

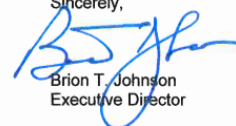
This provision shall apply from the date of the issuance of this Funding Offer through the Settlement Date.

Public Relations, Lobbying, Litigation

Funding Recipient agrees not to use funds provided through this offer for the purpose of public relations, outreach not directly related to project implementation, communications, lobbying or litigation costs.

On behalf of the PENNVEST Board, I Brion Johnson, am hereby authorized to make this Funding Offer.

Sincerely,



Brion T. Johnson
Executive Director

Disclaimer

Borough Council Regular Meeting Agenda

February 6, 2023

PENNVEST recognizes that there may be aspects of this offer that the applicant may need to discuss during the loan closing process. In particular, the applicant may wish to request modifications to some of the terms and conditions contained in this offer. By signing this offer, the applicant is not precluded from raising such issues and making such requests during the loan closing process. PENNVEST will consider the merits of any such issues that the applicant raises during this process.

Certificate Of Completion

Envelope Id: AABE6CB3C5884187AE1B18DD24971D56

Status: Completed

Subject: Funding Offer - 14703132211-CF - Borough of State College

Source Envelope:

Document Pages: 12

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

PENNVEST Funding Offer Service

AutoNav: Enabled

333 Market Street

Enveloped Stamping: Enabled

18'th Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Harrisburg, PA 17101

RA-PVFUNDINGOFFER@pa.gov

IP Address: 164.156.178.3

Record Tracking

Status: Original

Holder: PENNVEST Funding Offer Service

Location: DocuSign

1/13/2023 7:57:38 AM

RA-PVFUNDINGOFFER@pa.gov

Signer Events**Signature****Timestamp****In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Roger Dunlap

rdunlap@statecollegepa.us

Security Level: Email, Account Authentication
(None)**VIEWED**

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Viewed: 1/13/2023 8:52:04 AM

Using IP Address: 174.34.252.250

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

Hannah George

hgeorge@pa.gov

Admn Ofc 1

PENNVEST

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 1/13/2023 8:03:12 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Heather Myers

hmyers@pa.gov

Paralegal

PENNVEST

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 1/13/2023 8:03:11 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Borough Council Regular Meeting Agenda

February 6, 2023

Page 62

Carbon Copy Events

Status

Timestamp

Leslie Cote

lecote@pa.gov

Fscl Plcy Spcst 1

PENNVEST

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 1/13/2023 8:03:11 AM

melissa smith

melsmi@pa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 1/13/2023 8:03:12 AM

William Arnold

warnold@gdfengineers.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 1/13/2023 8:52:04 AM

Terry Williams

twilliams@mkclaw.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 1/13/2023 8:52:04 AM

Katie Hall

khall@deltaone.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 1/13/2023 8:52:07 AM

David Henning

dahenning@pa.gov

Project Specialist II

PENNVEST

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 1/13/2023 8:52:09 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

1/13/2023 8:03:12 AM

Certified Delivered

Security Checked

1/13/2023 8:52:04 AM

Completed

Security Checked

1/13/2023 8:52:09 AM

Payment Events

Status

Timestamps

State College Borough Council
Summary Information for ESRI Enterprise Licensing 3 Year Contract

Project Name: ESRI Enterprise Licensing 3 Year Contract

Date Prepared: January 24, 2023

Prepared By: Tracey Miller, IT Project Manager

Proposed Meeting Date: February 6, 2023

Deadline for Action: February 7, 2023

1. **Project Description:** Our current 3-year Enterprise Licensing Agreement with ESRI, Inc. is expiring. The Borough is continuing to expand and improve use of this cross-functional software contract with the focus on the Public Works and Planning Departments using ArcPro and ArcGIS Urban. ESRI applications help to create and share comprehensive reports, dashboards, and service maps. ESRI applications will be integrated with Cartegraph in 2023 to provide field access to improve productivity. The Borough has received national awards for our collaboration with ESRI for ArcGIS Urban and has been asked to present at ESRI conferences.
2. **Amount Budgeted/Funding Sources for Project:** Funding for this project is included in computer maintenance & support B101-10-37-0000-000-69310.
3. **Proposals Received:** ESRI, Inc.

Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual
Subscription - Year 1 **\$38,500.00**
ArcGIS Urban Online Annual Subscription - Year 1 **\$ 4,500.00**

Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual
Subscription - Year 2 **\$38,500.00**
ArcGIS Urban Online Annual Subscription - Year 2 **\$ 4,500.00**

Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual
Subscription - Year 3 **\$38,500.00**
ArcGIS Urban Online Annual Subscription - Year 3 **\$ 4,500.00**

Total for 3-year Enterprise Agreement **\$129,000.00**
4. **ABC Review and Comments:** None required
5. **Solicitor Comments:** None required
6. **Staff Recommendation and Reason:** Staff recommends signing the 3-year Enterprise Agreement renewal with ERSI, Inc.

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RESOLUTION #1345

APPROVING AN AGREEMENT
BETWEEN THE BOROUGH OF STATE COLLEGE AND
THE TOWNSHIPS OF COLLEGE, FERGUSON, HALFMOON, HARRIS, AND
PATTON UNDER THE AUSPICES OF THE "CENTRE REGION COUNCIL OF
GOVERNMENTS" FOR THE COG OFFICE BUILDING.

Whereas, the Council of the Borough of State College, hereby approves
the following:

Section 1. An Agreement, entitled "*Modification Agreement to the Inter-Municipal Agreement 2001-1*" between the Borough of State College and the Townships of College, Ferguson, Halfmoon, Harris, and Patton.

Resolved and adopted this 6th day of February 2023.

ATTEST:

BOROUGH OF STATE COLLEGE:

Dianna S. Walter
Assistant Borough Secretary

By: Jesse L. Barlow
President of Council

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**MODIFICATION AGREEMENT TO
INTER-MUNICIPAL AGREEMENT 2001-1**

THIS AGREEMENT made this 28 day of NOVEMBER, 2022, by and between **COLLEGE TOWNSHIP**, a municipal corporation having offices at 1481 E. College Avenue, State College, PA, party of the first part; **FERGUSON TOWNSHIP**, a municipal corporation having offices at 3147 Research Drive, State College, PA, party of the second part; **HALFMOON TOWNSHIP**, a municipal corporation having offices at 100 Municipal Lane, Port Matilda, PA, party of the third part; **HARRIS TOWNSHIP**, a municipal corporation having offices at 224 W. Main Street, Boalsburg, PA, party of the fourth part; **PATTON TOWNSHIP**, a municipal corporation having offices at 100 Patton Drive, State College, PA, party of the fifth part; and the **BOROUGH OF STATE COLLEGE**, a municipal corporation having offices at 243 S. Allen Street, State College, PA, party of the sixth part; hereinafter individually referred to as “**Member Municipality**” and collectively referred to as “**Member Municipalities**.”

RECITALS:

Centre Region Council of Governments (“CRCOG”) is a voluntary association of College, Ferguson, Halfmoon, Harris and Patton Townships, and the Borough of State College who on October 22, 2001, entered into an Inter-Municipal Agreement, attached hereto as Exhibit “A” and made a part hereof, for the construction and leasing for what is now commonly referred to as the “COG Building” (“Building”) located on Tax Parcel 24-465/5 as more fully described in deed dated and recorded June 29, 2000 in Centre County Record Bk. 1165, Page 228.

In order to finance construction of the Building the Member Municipalities agreed to provide the money for construction of the Building as opposed to participating in a CRCOG financing transaction which would have required the pledge of each of the Member Municipalities' tax revenues.

The Building was constructed with monies as provided and following completion of construction a Lease Agreement dated May 27, 2003 ("Lease"), attached hereto as Exhibit "B" and made a part hereof, was entered into between the Member Municipalities as Lessors and CRCOG as Lessee.

The Lease provides for quarterly payments of Forty-Six Thousand Two Hundred Ninety-One and 05/100 (\$46,291.05) Dollars with the final payment being due on April 15, 2028, and with the Lease itself terminating on May 15, 2028.

Following consideration the Lessors have decided to transfer title to the Building to CRCOG upon completion of all the payments required under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereunto do hereby agree as follows:

1. The Member Municipalities - Townships of College, Ferguson, Halfmoon, Harris and Patton, and the Borough of State College, in accordance with the modification provision described in paragraph no. 8 of the Inter-Municipal Agreement 2001-1 of October 22, 2001, do hereby agree that upon completion of payments under the Lease, which conclude May 15, 2028, to deliver to CRCOG a deed for the Building, transferring full fee title in the Building to CRCOG.

2. During the remaining term of the Lease CRCOG as Lessee will continue to keep the covenants and provisions in conformance with the terms of the Lease.

3. The deed delivered shall be a special warranty deed in standard form. All costs of agreement and deed preparation, as well as recording fees, shall be borne solely by CRCOG.

4. As expressed in paragraph no. 4 of the aforesaid Lease CRCOG, as Lessee, will continue to be responsible for all expenses incurred as a result of the use and occupancy of the Building including, but not limited to, insurance, utilities, maintenance repairs, capital improvements, replacements and all other expenses incurred.

5. Upon completion of all payments under the Lease, funds received from COG enterprise operations such as Code Administration and Refuse and Recycling Program will be deposited in the dedicated COG Building fund for COG Building maintenance, repairs and capital improvements. Funds so deposited shall offset municipal support as may be determined from time to time by a vote of the General Forum during the annual budget process, unless directed otherwise by vote of the General Forum.

6. COG Facilities Committee shall remain responsible for actively monitoring and updating, as needed, the COG Building Facilities Condition Assessment to identify future maintenance, repairs, capital improvements and reinvestment in the COG Building as may be directed from time to time by the COG General Forum.

7. All other provisions of the Inter-Municipal Agreement 2001-1 of October 22, 2001, and the Lease Agreement of May 27, 2003 are hereby ratified and affirmed.

[Remainder of page intentionally left blank; signatures on separate pages(s)]

APPROVED BY MUNICIPALITIES AS FOLLOWS:

<u>Municipality</u>	<u>Date</u>	<u>Municipal Action</u>
College Township	<u>12-22-2022</u>	<u>R - 22 - 28</u>
Ferguson Township	<u>1-3-2023</u>	<u>Ordinance #1081</u>
Halfmoon Township	<u>12/22/2022</u>	<u>Resolution 2022-32</u>
Harris Township	<u>12/12/22</u>	<u>Resolution 22-16</u>
Patton Township	<u>12/14/22</u>	<u>Ord 2022-626</u>
Borough of State College	<u> </u>	<u> </u>

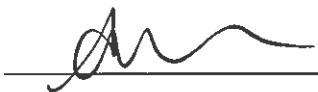
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and
year first written above.

ATTEST:












MEMBER MUNICIPALITIES:

COLLEGE TOWNSHIP

By: 
Chair, Township Council

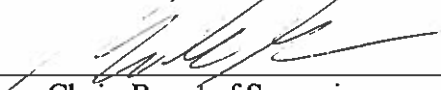
FERGUSON TOWNSHIP

By: 
Chair, Board of Supervisors

HALFMOON TOWNSHIP

By: 
Chair, Board of Supervisors

HARRIS TOWNSHIP

By: 
Chair, Board of Supervisors

PATTON TOWNSHIP

By: 
Chair, Board of Supervisors

BOROUGH OF STATE COLLEGE

By: _____
President, Borough Council

ATTEST:

CENTRE REGION COUNCIL OF GOVERNMENTS

By: _____
Chair, General Forum

EXHIBIT "A"

C:\Data\C O G\InterMun.Agt 10/11/01

AGREEMENT

**Centre Region Council of Governments Office Project ("COGOP")
Inter-Municipal Agreement 2001-1**

THIS AGREEMENT made this 22nd day of October, 2001, by and between COLLEGE TOWNSHIP, a municipal corporation having offices at 1481 E. College Avenue, State College, PA, party of the first part; FERGUSON TOWNSHIP, a municipal corporation having offices at 3147 Research Drive, State College, PA, party of the second part; HALFMOON TOWNSHIP, a municipal corporation having offices at 100 Municipal Lane, Port Matilda, PA, party of the third part; HARRIS TOWNSHIP, a municipal corporation having offices at 224 W. Main Street, Boalsburg, PA, party of the fourth part; PATTON TOWNSHIP, a municipal corporation having offices at 100 Patton Drive, State College, PA, party of the fifth part; and the BOROUGH OF STATE COLLEGE, a municipal corporation having offices at 118 S. Fraser Street, State College, PA, party of the sixth part; hereinafter individually referred to as "Member Municipality" and collectively referred to as "Member Municipalities."

RECITALS:

Centre Region Council of Governments ("CRCOG") is a voluntary association of College, Ferguson, Halfmoon, Harris and Patton Townships, and the Borough of State College who on December 2, 1969, entered into a cooperative agreement for the provision of local governmental services and to promote coordinated planning.

The Member Municipalities have determined that it is in their best interests to acquire and develop a building for offices for CRCOG.

In order to facilitate the acquisition and development of the COGOP the Member Municipalities in accordance with the provisions of the Intergovernmental Cooperation Act No. 180, 53 Pa.C.S.A. §2303, et seq, enter into the following joint agreement for the purpose hereinabove set forth subject to the terms and provisions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereunto do hereby agree as follows:

1. Acquisition. Member Municipalities shall acquire property as described on Exhibit "A-1" and construct an office building as depicted on Exhibit "A-2" attached hereto and made a part hereof.
2. Contribution. Member Municipalities shall contribute money to the purchase and construction of the COGOP in an amount not to exceed Two Million Five Hundred Thousand (\$2,500,000.00) Dollars and shall receive a percentage ownership in the COGOP as set forth on Exhibit "B" attached hereto and made a part hereof.
3. Lease. Member Municipalities will enter into a lease agreement with COG for the rental of the facility. Rents received shall be allocated to the Member Municipalities in accordance with the percentage share of ownership as set forth on Exhibit "B."
4. Rent Allocation. Rent allocated shall serve as a credit to be applied to each Member Municipality's quarterly responsibility for payment of the cost of COG services. Rent in excess of individual Member Municipality's quarterly responsibility shall be remitted to said Member Municipality in cash.
5. Fixed Rent Term. Quarterly rent payments shall remain fixed for a period of twenty-five (25) years. The proration of the quarterly rental payment as provided for herein shall remain fixed for a term of twenty-five (25) years and may be modified thereafter by written agreement of the

parties. The costs of COG services may change from time to time.

6. Member Withdrawal. In the event any Member Municipality withdraws from COG during the fixed rent term the remaining COG Member Municipalities shall have the option of continuing to credit the rent as described in paragraph no. 4, or to pay to the withdrawing Member Municipality their portion of the rent also described in paragraph no. 4, or of purchasing the withdrawing Member Municipality's share at a fair market value to be determined by Member Appraisal Institute (MAI) appraisal. Following expiration of the fixed rent term the withdrawing Member Municipality shall have the option to continue to receive credit or payment as described in paragraph no. 4, or to sell its share in accordance with paragraph no. 7 at a fair market value to be determined by Member Appraisal Institute (MAI) appraisal. The withdrawing Member Municipality shall be responsible for all settlement costs including appraisal.

7. Transfer. In the event no remaining Member Municipalities wish to purchase the withdrawing Member Municipality's share, the remaining Member Municipalities may sell the shares to other municipalities or governmental entities that receive COG services. If no municipality or governmental entity receiving COG services wishes to purchase a share then the share may be sold to other municipalities or governmental entities that do not receive COG services. Any new member municipalities that purchase an available share must be bound by and become a party to the within Agreement with appropriate modification of Exhibit "B."

8. Modification. The within Agreement shall be binding upon the parties hereunto as well as their successors and assigns. The within Agreement may be modified by the Member Municipalities hereunto by written agreement adopted by all parties hereunto.

9. Operating Costs and Management. Member Municipalities shall designate CRCOG as


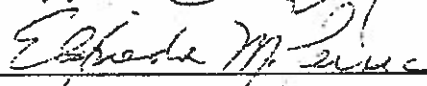
manager of the facility and all COGOP operating costs will be paid as CRCOG expenses.


10. Interpretation. The within Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.

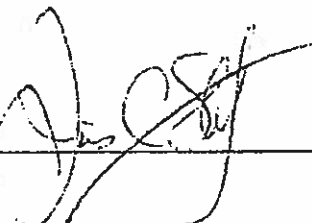
11. CRCOG Dissolution. In the event of dissolution of CRCOG, the Member Municipalities shall dispose of the within facility in the manner prescribed by law for the sale of municipal real estate and shall divide the net proceeds of any such sale in accordance with the percentage ownership set forth on Exhibit "B" attached hereto and made a part hereof.


IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first written above.


ATTEST:

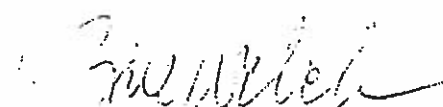













Mayor

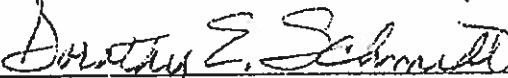
MEMBER MUNICIPALITIES:

COLLEGE TOWNSHIP

By: 

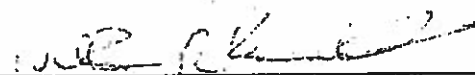
Chair, Township Council

FERGUSON TOWNSHIP

By: 

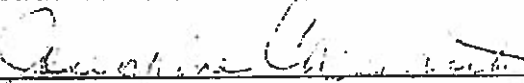
Chair, Board of Supervisors

HALFMOON TOWNSHIP

By: 

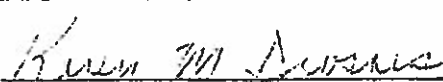
Chair, Board of Supervisors

HARRIS TOWNSHIP

By: 

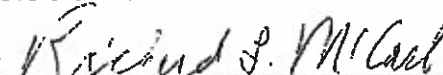
Chair, Board of Supervisors

PATTON TOWNSHIP

By: 

Chair, Board of Supervisors

BOROUGH OF STATE COLLEGE

By: 

President, Borough Council

APPROVED BY MUNICIPALITIES AS FOLLOWS:

<u>Municipality</u>	<u>Date</u>	<u>Ordinance #</u>
Township of College	<u>12/20/01</u>	<u>C-01-14</u>
Township of Ferguson	<u>12/10/01</u>	<u>758</u>
Township of Halfmoon	<u>3/14/02</u>	<u>2002-2</u>
Township of Harris	<u>12/10/01</u>	<u>213</u>
Township of Patton	<u>12/12/01</u>	<u>2001-396</u>
Borough of State College	<u>1/17/02</u>	<u>1693</u>

ALL that certain lot located in Ferguson Township, Centre County, Pennsylvania known as Lot #5 in the Bristol Corporate Center as recorded in Plat Book Volume 38, Pages 29-32, in the Office of the Recorder of Deeds of Centre County, Pennsylvania, being bound and described as follows:

BEGINNING at a point on the southeastern corner of Lot #4 of the Good Hope Farms Subdivision, as recorded in Plat Book 24, Page 60, which point is also on the dividing line between Lot #5 herein described and Lot #4 of the Bristol Corporate Center, and which point is North $51^{\circ} 45' 3''$ East 361.78 feet from the eastern edge of the right-of-way of PA Route 26; thence from said point of beginning along the dividing line between Lot #4 of the Good Hope Farms Subdivision and Lot #5 herein described; North $35^{\circ} 48' 35''$ West a distance of 208.93 feet to a point; thence along the dividing lines between Lots #5, #6 and #7 of the Good Hope Farms Subdivision and Lot #5 herein described North $54^{\circ} 17' 34''$ East a distance of 333.97 feet to a point on the dividing line between Lot #5 herein described and other land now or formerly of Bristol Research, Inc.; thence along said dividing line South 84° East 100 feet to a point on the dividing line between Lot #5 herein described and Lot #9 in the Bristol Corporate Center; thence along the dividing line between Lot #5 herein described and Lots #7, #8 and #9 in the Bristol Corporate Center South 6° West a distance of 425.35 feet to a point on the Eastern edge of the right-of-way of Gateway Drive; thence along Gateway Drive by a curve having a radius of 72 feet, a bearing of South $48^{\circ} 27' 36''$ West, a chord distances of 117.33 feet and an arc distance of 137.15 feet to a point on the dividing line between Lot #5 herein described and Lot #4 in the Bristol Corporate Center, thence along said dividing line North $38^{\circ} 19' 4''$ West a distance of 187.27 feet, the place of beginning.

CONTAINING 106,936.05 square feet, or 2.45491 acres.

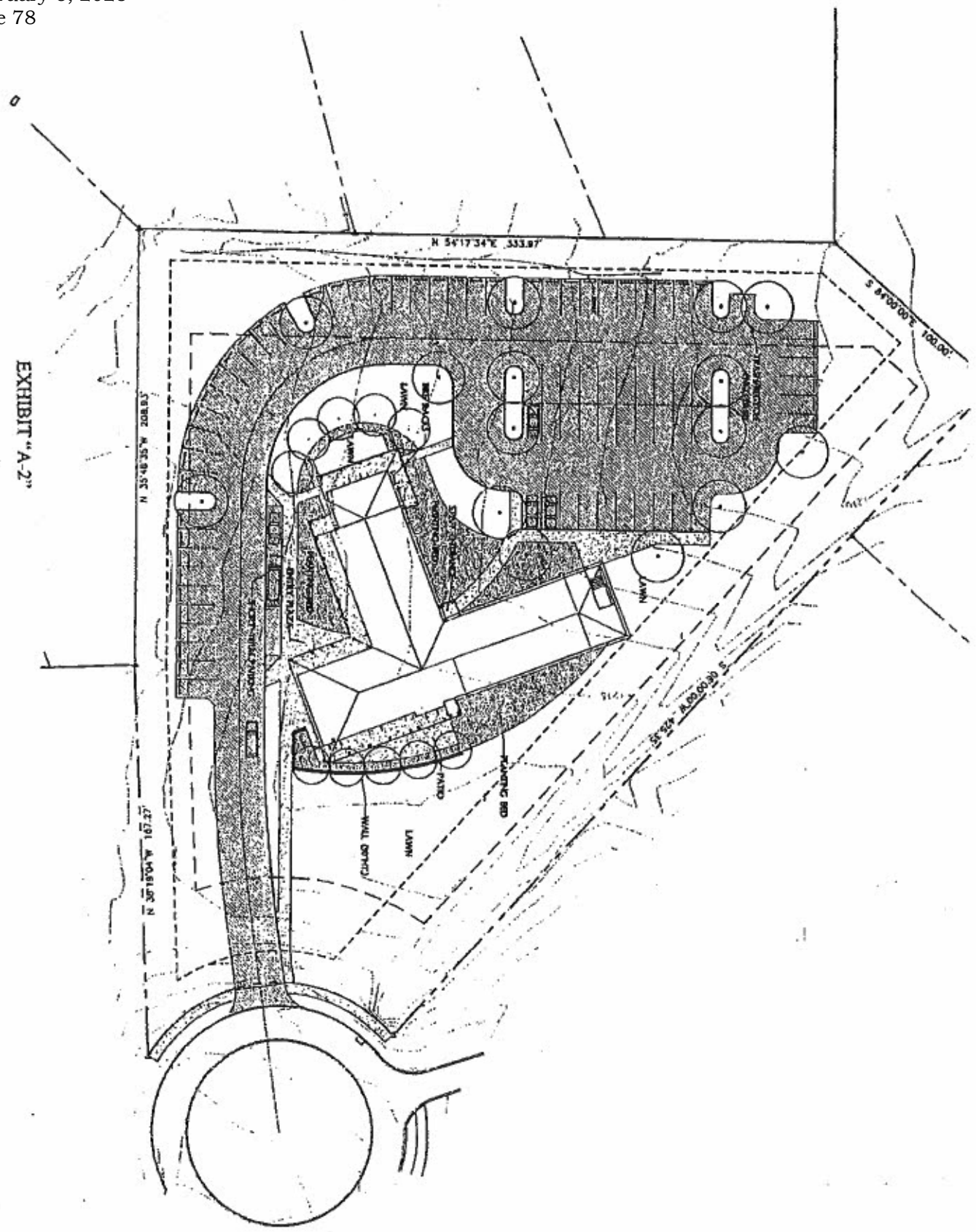
AND BEING known as Centre County Uniform Parcel Identifier Tax Parcel Number 24-465/005.

UNDER AND SUBJECT to all matters contained on the Subdivision Plan for Phase I of the Bristol Corporate Center as recorded at Plat Book 38, pages 29-32, in the Office of the Recorder of Deeds of Centre County, Pennsylvania, including, but not limited to, certain access limitations and certain easements for access, parking and drainage.

ALSO UNDER AND SUBJECT to the Declaration for the Bristol Corporate Center recorded in Miscellaneous Book Volume 207, at Page 1, of the Office of the Recorder of Deeds of Centre County, Pennsylvania.

UNDER AND SUBJECT, NEVERTHELESS, to the restrictions, easements, covenants and conditions existing of record.

EXHIBIT "A-2"



<u>Municipality</u>	<u>2002 Share of Ownership</u>
State College Borough	27.84%
College Township	16.71%
Ferguson Township	23.13%
Halfmoon Township	3.94%
Harris Township	9.39%
Patton Township	18.99%

EXHIBIT "B"

EXHIBIT "B"

LEASE AGREEMENT

THIS AGREEMENT OF LEASE made and entered into this 27th day of May 2003, by and between:

COLLEGE TOWNSHIP, a municipal corporation, having an office at 1481 East College Avenue, State College, Pennsylvania; **FERGUSON TOWNSHIP**, a municipal corporation, having an office at 3147 Research Drive, State College, Pennsylvania; **HALFMOON TOWNSHIP**, a municipal corporation, having an office at 100 Municipal Lane, Port Matilda, Pennsylvania; **HARRIS TOWNSHIP**, a municipal corporation, having an office at 224 West Main Street, Boalsburg, Pennsylvania; **PATTON TOWNSHIP**, a municipal corporation, having an office at 100 Patton Plaza, State College, Pennsylvania; and the **BOROUGH OF STATE COLLEGE**, a municipal corporation, having an office at 243 South Allen Street, State College, Pennsylvania, parties of the first part, hereinafter collectively referred to as "Lessors,"

A N D

CENTRE REGION COUNCIL OF GOVERNMENTS of 2643 Gateway Drive, State College, Pennsylvania, party of the second part, hereinafter referred to as "Lessee."

RECITALS:

WHEREAS, the Lessors pursuant to an Agreement dated October 22, 2001 jointly acquired, developed and erected an office building at 2643 Gateway Drive, State College, Pennsylvania 16801, for the purpose of housing the various offices of the Lessee; and

WHEREAS, the Lessors, in that Agreement, agreed to enter into a Lease Agreement with Lessee for the rental of the facility at an agreed upon rental of Eleven and 70/100 Dollars (\$11.70) per square foot to be allocated among the member

municipalities in accordance with the percentage share of ownership of the facility as set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, such lease is to extend for a period of twenty-five (25) years from the date.

NOW, THEREFORE, the parties hereto intended to be legally bound enter into this Agreement of Lease under the terms and conditions hereinafter set forth.

1. Premises to be Leased. The premises to be leased consist of the office building (15,826 square feet) and land situated at 2643 Gateway Drive, Ferguson Township, State College, Centre County, Pennsylvania.

2. Term of Lease. The term of this lease shall be for a period of twenty-five (25) years commencing on the 15th day of May 2003 and ending on the 15th day of May 2028.

3. Rental. As rental for the use and occupancy of the demised premises, the Lessee agrees to pay to the Lessors without any previous demand an annual rental equal to **Eleven and 70/100 Dollars (\$11.70)** per square foot of the office building, payable in equal quarterly payments of **Forty-six thousand, Two hundred and Ninety-one and 05/100 Dollars (\$46,291.05)** per quarter. This rental shall continue for the entire term of the Lease Agreement.

The rental shall be due and payable on the first day of the second month of each quarter (February 1, May 1, August 1, and November 1); and if not paid by the fifth day of that month, there will be a late charge assessed of five percent (5%). Rentals to be paid to the Lessors at the addresses provided by same.

4. Additional Payments Required to be made by the Lessee. This is a **NET NET NET** lease, and therefore, all expenses in connection with the use and occupancy of the building, including taxes, if any, insurance, utilities, maintenance repairs and all

other expenses in connection with the use and occupancy of the building, including taxes, if any, insurance, utilities, maintenance repairs and all other expenses in connection with the use and occupancy of the building shall be the sole obligation of the Lessee and shall be paid by the Lessee promptly without previous demand and, if requested by the Lessors, evidence of such payments shall be furnished by the Lessee to the Lessors.

5. Affirmative Covenants of the Lessee. The Lessee covenants and agrees that the Lessee will, during the term of this lease, without any previous demand;

A. Payment of Rent—Pay the rent and all other charges herein reserved as rent in a timely fashion as the place that they are due to be paid without fail.

B. Compliance with Laws—Comply with all laws, statutes, ordinances and requirements of any governmental body, township, county, state or federal and zoning laws applicable to the demised premises.

C. Maintenance of Property—Generally keep the premises in good order and repair, promptly replacing and repairing any damage to the same, and in general to maintain the property in a clean, orderly and sanitary condition, permit no snow or ice to accumulate on the property and remove the same in a timely fashion.

D. Occupancy and Use—Lessee will occupy the demised premises and use the demised premises only for the purposes of an office building as set forth herein.

E. Rules and Regulations—Abide by reasonable rules and regulations which may be placed in effect from time to time by the Lessors regarding use of the premises.

6. Repairs and Maintenance. The Lessee shall be solely responsible to keep the demised premises in a good state of repair, promptly replace and repair any damage or destruction to the demised premises, including all of the equipment necessary and required for the use and occupancy of the building, such as heating, ventilating, plumbing, electrical, etc. in good working order at all times, and permit the Lessors to inspect the premises at reasonable times to ascertain that the demised premises are being maintained in good order and repair.

7 Improvement. With the permission of the Lessors, the Lessee shall have the right to make alterations, improvements or additions to the demised premises, all of which alterations or improvements shall remain upon the premises at the expiration of the lease and become the property of the Lessors. Lessee shall be solely responsible for the cost and expense of any such alterations, additions or improvements.

8. Insurance. The Lessee shall be responsible to carry adequate fire insurance with extended coverage on the demised premises and furnish certificates of such insurance to the Lessors. Lessee shall be further required to carry adequate public liability and property damage insurance to protect the interests of both the Lessors and the Lessee and furnish certificates of such liability insurance to the Lessors.

9. Indemnity. The said Lessee agrees to defend, indemnify and hold harmless the Lessors, their successors and assigns, from and against any penalties, fines, charges or expense imposed on or incurred by the Lessors for any violation of any law, regulation, order or ordinance caused by any act or omission, whether negligent or otherwise, by the Lessee or any of its agents, and from and against all liability, claims, actions, suits, losses for death, personal injury, property damage or any

other injury or claim arising out of the use, occupancy, operation and maintenance of the demised premises by the said lessee or any of the Lessee's agents or employees or others under this Lease Agreement.

10. Subordination. This lease and all rights of the Lessee hereunder are and shall be subject and subordinate to the terms of any mortgage, deeds of trust, or other security interest which has been or which hereinafter may affect the demised premises and to any renewals modifications, consolidations, replacements and extensions thereof.

11. Sublease: Assignment. The Lessee may not sublease or assign the demised premises or any portion thereof without the prior written consent of the Lessors.

12. Destruction of Premises by Fire or Other Casualty.

A. In the event that the demised premises are totally destroyed, or so damaged by fire or other casualty that the same cannot be repaired or restored within thirty (30) days time, then this lease shall absolutely cease and determine and the rent shall abate for the balance of the term, in which event both parties shall be relieved from any further responsibility with respect to this lease agreement.

B. Partial Damage to the Premises—If the damage caused as above be only partial and such that the premises can be restored to their then condition within a period of thirty (30) days, then the said Lessors may at its option restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. The Lessors also reserve the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building which is part of the demised premises, even

though the effect of such entry be to render the demised premises or any part thereof untenable. In either event, the rent shall be apportioned and suspended during the time the Lessors are in possession taking into account the proportion of the demised premises rendered untenable and the duration of the Lessors' possession.

C. Damages for Interruption of Use—The Lessors shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, interruption of the use of the premises or the termination of this lease by reason of the destruction of the premises.

13. Remedies of the Lessors.

A. If the Lessee shall default in the payment of the rent reserved herein, or in the payment of any other monies due hereunder, or any part of the same, and any such default shall continue for more than ten (10) days after written notice of such default; or

B. If the Lessee shall default in the observance of any of the provisions, covenants and conditions of this lease and such default shall continue for more than ten (10) days after notice of such default; or

C. If the Lessee shall make an assignment for the benefit of creditors, or be adjudicated a bankrupt or becomes dissolved voluntarily or involuntarily;

D. Upon the happening of any one or more of the events of defaults specified above, at the option of the Lessors: (1) this lease and the term hereof shall wholly cease and terminate, with the same force and effect as though such termination was the date of the expiration of the term of this lease, and thereupon, or at any time thereafter; Lessors may re-enter said premises either

by force, or otherwise, and take possession of the same and/or recover possession thereof by summary proceedings, or otherwise; or (2) Lessors may, without further notice, exercise any remedy available at law or in equity.

14. Additional Remedies of Lessors. Notwithstanding any other remedy provided for hereunder and without the requirement of notice, if the Lessee shall not comply with any of its obligations hereunder, Lessors shall have the right, at Lessors' sole option, after five (5) days notice to Lessee to cure such breach at the Lessee's expense. Lessee shall reimburse Lessors within five (5) days following demand, as additional rent, for all costs and expenses incurred by Lessors in curing such breach, together with interest computed thereon at the rate of six (6) percent per annum or the maximum rate permitted by law, whichever shall be lower.

15. Waiver. No delay or omission of the exercise of any right by either party hereto shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any provision, covenant, or condition of this lease by either party shall not be construed by the other party as a waiver of a subsequent breach of any other of any other of the same provision, covenant, or condition.

16. Entire Agreement. This instrument of lease contains the entire and only agreement between the parties concerning the demised premises. No prior oral or written statements or representation, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This lease shall not be modified in any way, except by writing executed by both parties.

17. Successors In Interest. All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their successors and assigns, as the case may be. This lease is not assignable as provided in Paragraph 11 above.

IN WITNESS WHEREOF, the Lessors and the Lessee have executed this Lease Agreement on this 27th day of May, 2003 intending to be legally bound hereby, all parties acting pursuant to the authority vested in them by their appropriate governmental bodies.

Attest: [Signature]

TOWNSHIP OF COLLEGE
By: [Signature]
Chair, Township Council Lessor

Attest: [Signature]

TOWNSHIP OF FERGUSON
By: [Signature]
Chair, Board of Supervisors Lessor

Attest: [Signature]

TOWNSHIP OF HALFMOON
By: [Signature]
Chair, Board of Supervisors Lessor

Attest: [Signature]

TOWNSHIP OF HARRIS
By: [Signature]
Chair, Board of Supervisors Lessor

Attest: [Signature]
ASSISTANT SECRETARY

TOWNSHIP OF PATTON
By: [Signature]
Chair, Board of Supervisors Lessor

Attest: [Signature]

BOROUGH OF STATE COLLEGE
By: [Signature]
President, Borough Council Lessor

Dated: [Signature]

CENTRE REGION COUNCIL OF GOVTS.
By: [Signature]
Chair, General Forum Lessee

<u>Municipality</u>	<u>2002 Share of Ownership</u>
State College Borough	27.84%
College Township	16.71%
Ferguson Township	23.13%
Halfmoon Township	3.94%
Harris Township	9.39%
Patton Township	18.99%

EXHIBIT "A"



Application for Use of Sidney Friedman Park

Date of Submission: Dec. 27, 2022

NOTE: By signing and submitting this form, you verify that this activity will be fully contained within Sidney Friedman Park. No street closures are requested, no alcohol will be served, and no noise waiver is requested. If any of these things are not true, **STOP!** You must complete the Application for Use of Public Property form to secure the reservation.

Event Name: Rhoneymeade Fest

Name of Responsible Sponsor: 3 Dots

Address of Sponsor: 137 E. Beaver Ave. State College PA
16801

Phone: 570-709-9238

Email: erica@3dotsdowntown.com

Contact Person: (Primary) Erica Quinn

Phone: _____

Email: _____

Additional Contact: Corey Elbin

Phone: 419-889-3749

Email: gorinto.merc@gmail.com

Date of Activity: June 2, 2023

Begin Time: 11:00 am

End Time: 5:00 pm

Type of Activity: Free Music Festival

Number Expected to Participate: 100

ACTIVITY DETAIL

Describe your proposed activity in detail: (Use additional sheets, if needed)

Part of the free programming in downtown State College for Rhoneymeade Fest. This set will feature acoustic-based music meant to create an uplifting community atmosphere.

Does your activity require a street closure? ☒ NO ☐ YES

Will alcohol be served at your activity? ☒ NO ☐ YES

*If yes to any of the above, **STOP!** This is the wrong application form. Please use the Application for Use of Public Property (Special Activity) form to make your request.*

Do you require use of electricity for your event? ☐ NO ☒ YES

If yes, for what devices: Sound reinforcement.

List any planned entertainment (music, live or recorded, etc.) This event will feature approximately 12 live performers over the afternoon playing acoustic music in 20-30 minute sets, free and open to the community.

Are you requesting a noise waiver? ☒ NO ☐ YES

IMPORTANT NOTES:

- The Sponsor is responsible for any damage caused by applicant or applicant's attendees.
- State College Borough reserves the right to require a Certificate of Insurance based on the nature of the activity.



Application for Use of Sidney Friedman Park

Rules and Regulations for Park Use:

1. Reservations through this application entitle the applicant to have exclusive use of the picnic tables and pavilion, however, Sidney Friedman Park is a public park and others are free to use other park facilities during the reserved time.
2. Use of the park pavilion by any organized group requires a reservation in advance from the State College Borough.
3. Posting of signs, distributing, selling, servicing or renting of any supplies, equipment, material or commodity for any purpose, except by reservation, is prohibited.
4. No soliciting is permitted.
5. Any use of the park between sunset and sunrise, except by reservation, is prohibited.
6. Possession or consumption of alcoholic beverages or illegal substances on the property is prohibited.
7. Boisterous, immoral or indecent conduct is prohibited.
8. Discarding of trash, garbage or other litter, except into containers provided for that purpose, is prohibited.
9. No fires shall be set in the park, except as authorized by the reservation.
10. The discharge of firearms, bows, air guns, rockets, slingshots or fireworks is prohibited.
11. Operation of any drones, radio-controlled or tethered aircraft except by reservation, is prohibited.
12. Operating, stopping or parking of any vehicle in the park is prohibited.
13. Pets are prohibited in Sidney Friedman Park except for pets on leashes (maximum 6') on sidewalks. Pet owners are required to immediately clean up after their pet.
14. Damaging, defacing, or removing municipal property, signs, structures, equipment or any other park items or materials is prohibited.

Applicant recognizes and AGREES that the Borough requires the proposed activity to be conducted in such a Manner as to promote harmony in the area, ensure domestic tranquility and be within the limits established by the existing ordinances. By signature below, applicant AGREES that all participants in the activity will adhere to any COVID-19 Borough ordinance and Pennsylvania Department of Health COVID-19 mitigation requirements existing at the time of the event. Applicant further AGREES to bear all costs associated with any damage caused by the applicant or their attendees.

Signature: corey elbin Erica Quinn Date: Dec. 27, 2022

OFFICE USE ONLY – ROUTING FOR APPROVAL:

Community Engagement:

KK per email

Risk Manager:

EH per email

Facilities Manager:

LK per email

Park Reservation Coordinator:

Borough Manager:

MC 1/17/23

THIS SERVES AS YOUR PERMIT

Your application was approved on:

1-19-23

Conditions (if any) are as follows:

Must be finished at 5pm. Another event is following.

☒ If this box is checked, applicant must supply a Certificate of Insurance indicating valid General liability coverage in an amount not less than \$1 million per occurrence and \$2 million aggregate, and naming the State College Borough as Additional Insured, at least for the event

on file w/ Borough



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hartman Agency, Inc. 1051 Shiloh Road State College PA 16801		CONTACT NAME: PHONE (A/C, No, Ext): 814-231-0100 FAX (A/C, No): 814-272-0058 E-MAIL ADDRESS:	
INSURED 3 Dots Downtown Inc. 137 E Beaver Avenue State College PA 16801		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
License#: PC-1201571 3DOTSDO-01		NAIC # 10677	

COVERAGES **CERTIFICATE NUMBER: 487716904** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ECP 0519870	1/7/2023	1/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ECP 0519870	1/7/2023	1/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EWC 0625034	8/3/2022	8/3/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers Liability		EMN 0519961	1/7/2023	1/7/2024	Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sydney Friedman Park for Rhoneymead Fest
 State College Borough is additional insured as requested by written contract/agreement.

CERTIFICATE HOLDER Borough of State College 243 S Allen Street State College PA 16801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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***Borough of State College Council
Public Hearing Minutes
January 9, 2023***

The State College Borough Council met in a Hybrid Meeting on Monday, January 9, 2023, in the Municipal Building, 243 South Allen Street, State College, PA 16801. Mayor Nanes called the meeting to order at 6:02 p.m.

Hearing for Amendment to State College Area School District's Conditional Use Permit for Reduced Parking at the High School

Solicitor Williams opened the hearing and stated this is only a modification of the conditional use permit for parking. The original permit was approved in 2015, pursuant to §19-2403b of the Zoning Ordinance.

SCASD is proposing construction of a new Physical Plant Building, which will include onsite parking spaces. With the addition of these spaces, the District is requesting a modification of the original conditional use permit.

The purpose of the hearing was to obtain public comment on the application. The hearing is limited in scope to those specific matters related to the conditional use application for a reduction of the required parking as provided in the Zoning Code.

All persons testifying at the hearing were sworn in and a stenographic record was kept of the hearing. Following the hearing, Council should direct the Solicitor to prepare a written decision for consideration at the February 6, 2023, Council meeting. By law, Council must render a decision on the conditional use application within 45 days of the hearing.

Matthew Harlow from ELA group and Michael Fisher from the State College Area School District attended the meeting representing the applicant's interest. Greg Garthe presented an overview of the request. The Planning Department has reviewed the permit and recommends approval. Matthew Harlow, ELA group, stated they have nothing additional to discuss. Council briefly discussed the request.

The hearing closed at 6:15 pm.

Application for Liquor License Transfer Request

Council conducted a public hearing on a proposal to transfer a restaurant liquor license from 418 Westerly Parkway, State College, PA 16801 to 134 South Allen Street, State College, PA 16801. The party requesting the transfer is 134 State College, Inc. (d/b/a Brothers Bar & Grill). The transfer, if approved, would be from Fuji & Jade Garden, Inc, which is located at 418 Westerly Parkway, State College Borough, Centre County, PA 16801 to Brothers Bar & Grill, 134 South Allen St, State College Borough, PA 16801.

The application has been filed as required by the Borough's Code and has been deemed to be complete. Chapter V, Part C, Section 303(e) of the Borough's Code requires that a hearing be conducted to determine whether to approve the application.

Following the hearing, Borough Council will consider final action on the request at the February 6, 2023, Council meeting.

Chief John Gardner gave an overview of the request and additional alcohol related information. Staff recommended Council approve the request with the following conditions:

- Modification of conditions must be submitted to and approved by Council.
- Except for 134 South Allen, no further expansion or transfer of the license to another location within the Borough of State College without State College Borough Council's approval.
- Alcoholic beverages may only be sold by the drink in a drink container that does not exceed 22 fluid ounces.
- No discounted drink specials nor any alcoholic beverages advertising is permitted.
- The entire restaurant will be non-smoking.
- Alcohol sales shall not be permitted at any time when food sales are not available.
- Sixty percent (60%) total business is food sales versus alcoholic beverages for each two-year license renewal period.

Mark Kozar from Flaherty & O'Hara Professional Corporation represented the applicant and gave a background of the reasoning for choosing the Borough of State College. Marc Fortney and Eric Fortney, the applicants, gave an overview of how Brothers Bar & Grill got started. Marc reviewed the different conditions that the Borough requested. Concerns were expressed with the ratio of food versus alcoholic beverages. A lengthy discussion from Council continued.

A written public comment was received from Ben Lippincott encouraging the Borough deny the request for the transfer. Tom Fountaine, Borough Manager, also noted that the Borough contacted three of our peer college town communities and in terms of business responsibility, we heard positive things on their management of their businesses.

Jonathan Friedman who is in charge of the day-to-day operations of the building and has worked with Brothers on the leasing of the space felt that the "Brothers" will produce the best opportunity for the space and will add the most significant value.

Mark Huncik, President of Highlands Civic Association, felt that the scheduled public hearing did not provide enough time to review the proposal and requests additional time to review it. No outreach from the business was sent out to the State College Borough Coalition of Neighborhoods or the community at large prior to this hearing. There are concerns from the residents on the number of licenses that are inside the Borough and concerns about the increase of the crime statistics.

Vicki Fong, 793 W Hamilton Ave, looking at the impact from an environmental perspective of the neighborhoods commented on the number of alcohol related assaults. There is a concern about having a number of establishments within a 6-

block radius and agrees with Mark Huncik. Vicki feels there is a need to have rules and urges all factors to be considered.

The hearing closed at 7:29 pm and a short recess was taken prior to the Regular Council Meeting.

Respectfully submitted:

Dianna S. Walter, Assistant Borough Secretary

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***Borough of State College Council
Regular Minutes
January 9, 2023***

The Borough Council of State College met in a Hybrid Meeting on Monday, January 9, 2023, in the Municipal Building, 243 South Allen Street, State College, PA 16801. Mayor Nanes called the meeting to order at 7:36 p.m.

Present: Ezra Nanes, Mayor
Jesse Barlow, Council President
Peter Marshall
Nalini Krishnankutty
Gopal Balachandran

Virtual: Deanna Behring
Janet Engeman

Also Present: Thomas J. Fountaine II, Borough Manager; Roger Dunlap, Assistant Borough Manager/CFO; Tom Brown, Parking Director; Tynetta Muhammad, Communications Assistant; John Gardner, Chief of Police; Craig Bowser, IT Manager; Andy Arnold, Borough Engineer; and Dianna Walter, Executive Assistant/Assistant Borough Secretary and other Borough residents and staff who also attended in-person and virtually via C-NET.

Tynetta Muhammad gave an overview of the meeting procedures.

Proclamations, Resolutions, and Special Business

National Day of Racial Healing – Mayor Nanes issued a Proclamation naming January 17, 2023, as a “National Day of Racial Healing”. Sophie Penney Leach and Naana Nti, members of the AAUW Diversity, expressed their appreciation for the Proclamation.

Lunar New Year – Mayor Nanes issued a Proclamation naming January 22, 2023, as “Lunar New Year”. Cindy Choe and Aarathi Kallur, co-presidents of the Penn State student group, PSU APIDA Caucus, thanked the Borough for the Proclamation and expressed their appreciation.

Reports

Transportation Commission Report

Hugh Mose, Chair of the Transportation Commission, highlighted the Commission’s 2022 activities which included traffic calming requests, pedestrian safety, and development in the next generation mobility plan. Hugh Mose also presented the proposed 2023 Work Plan for Council’s consideration.

Borough of State College Sustainability Plan Report and Update

Jasmine Fields, Sustainability Program Officer, gave an update on the Borough’s sustainability efforts and discussed the Climate Action Resiliency and Environmental Sustainability Plan. A timeline on the past efforts of the plan along with the 2022 activities were reviewed. Upcoming deadlines were also discussed. President Barlow inquired about the Plastic Bag Ordinance and wondered how this worked with the COG

Committee Group. Jasmine stated an update is coming in February or March, and she is working with the COG on a monthly basis. Councilmember Behring expressed her appreciation for the report and the work that has been done. Councilmember Krishnankutty also thanked Jasmine and asked if we have opportunities for students to partner with the Borough. Jasmine stated that we do work with the professors and also give students an opportunity to work with us.

Public Hour

No comments were received.

Consent Items

- A. Approve the Payroll and Accounts Payable vouchers for the month ended December 31, 2022, totaling \$3,389,215.14.
- B. Approve Resolution #1341 for the Suspension of Specific Parking Regulations for Special Events for 2023.
- C. Approve “The YMCA of Centre County Anti-Hunger Program” event on January 12 & 26, 2023, and February 9 & 23, 2023.
- D. Approve the following meeting minutes:

November 21, 2022	Regular/Work Session
December 5, 2022	Regular/Work Session
December 12, 2022	Work Session
December 19, 2022	Regular Meeting

On a motion by Peter Marshall and seconded by Jesse Barlow, the Borough Council unanimously approved the Consent Agenda.

General Policy and Administration

Resolution Approving the Cable Television Franchise for Shenandoah Cable Television, LLC

The Borough of State College and Ferguson Township have been negotiating the Cable Television Franchise agreement with Shenandoah Cable Television, LCC (“Shentel”) during 2022. On August 12, 2022, the Borough, Ferguson Township, and C-NET met in a joint meeting to receive information from Shentel. Since that meeting, the Borough and the Township have been negotiating the franchise agreement with Shentel for the provision of cable television services within the municipalities. Pursuant to the regulations set forth in the Telecommunications Act and of the Federal Communications Commission, the Borough is authorized to grant franchises to entities interested in constructing, maintain, and operating cable systems in its boundaries. Currently the Borough, along with other Centre County municipalities, have a franchise agreement with Comcast. The agreement has been negotiated in good faith and sets forth the terms and conditions that will govern the franchise license for ten years.

Councilmember Marshall stated this does include the 5% fee allowed by Federal Regulations.

On a motion by Peter Marshall and seconded by Jesse Barlow, the Council unanimously approved the Resolution that approved the franchise agreement with Shentel and authorized execution of the franchise agreement by the officers of the Borough.

Amending the Anti-discrimination Ordinance & An Ordinance Establishing the Regional Human Relations Commission

The Borough of State College has previously enacted nondiscrimination ordinances. The State College ordinances prohibit discrimination in employment, housing, public accommodations, and residential real estate-related transactions because of race, color, religion, age, ancestry, national origin, place of birth, sex, sexual orientation, gender identity or expression, source of income, disability or handicap, presence of a service animal (public accommodations) or support animal (housing and real estate-related transactions), pregnancy, the birth of a child, or marital or familial status. The State College Human Relations Commission is charged to investigate and adjudicate complaints under the ordinance.

Over the past several years, the Borough has been working with regional partners to establish a regional nondiscrimination ordinance and Human Relations Commission. At the December 12, 2022, Work Session Borough Council reviewed an ordinance updating the Borough's nondiscrimination ordinance and amending the Borough's Human Relations Commission, to allow for regional jurisdiction and membership from the adopting municipalities. The ordinance establishes a Regional Human Relations Commission. The task of the Commission would be to investigate complaints of discrimination and to facilitate mediation and conciliation of any founded violations. Council was asked to adopt two ordinances, an ordinance adopting a nondiscrimination code, and an ordinance establishing a Regional Human Relations Commission. Council continued discussion on the ordinances.

On a motion by Jesse Barlow and seconded by Peter Marshall, Council by roll call vote (6-0) approved the Anti-discrimination Ordinance.

On a motion by Peter Marshall and seconded by Nalini Krishnankutty, Council by roll call vote (6-0) approved establishing the Regional Human Relations Commission.

It was noted that Councilmember Lipscomb was on an approved excused absence.

Resolution Establishing an Advisory Commission to Assist and Advise on Matters Related to Racial Equity and Social Justice in State College

In December 2022, staff reported on the establishment of a proposed advisory commission to assist and advise on racial equity and social justice in State College. This commission would also assume the responsibilities that have previously been performed by the Dr. Martin Luther King, Jr. Plaza ad hoc Committee. The Commission would

provide advice and support on matters related to racial diversity, equity, inclusion, and social justice. Council was asked to adopt Resolution #1340 establishing a Racial Equity Advisory Commission.

Councilmember Nalini Krishnankutty made a motion to amend the Resolution to include members from the Hispanic/LatinX community and/or organization. Seconded by Peter Marshall, Council unanimously approved amending the Resolution.

On a motion by Nalini Krishnankutty and seconded by Jesse Barlow, Council unanimously approved amending the Resolution to correct the name to state the PanAPIDA Circle (Asian Pacific Islander Desi American Community Group of Centre County).

Kerry Wiessmann expressed appreciation for the efforts of the Council in making and expanding the regional group.

On a motion by Nalini Krishnankutty and seconded by Peter Marshall, Council unanimously approved passing the amended Resolution.

Parking

Ordinance Amending Parking Regulations on Fraser Street

In 2018, a temporary commuter zone was established on the east side of Fraser Street in the 300 block to relieve some pressure created by the Pugh Street project. The intent was to look at this area again in 2020.

Currently parking is permitted along the west side of Fraser Street with 5-hour meters from the intersection Foster and Fraser to West Nittany and Fraser. The meters are underutilized while the commuter spaces on the other side of the street are always full during the day. Visitors to the church often only utilize the first two to five spaces from Foster Ave South. Commuter Parking is permitted along the East side of the 300 block as a temporary measure. A request was presented to the Transportation Commission on November 18, 2022, to approve changing this permanently.

Council was asked to approve an ordinance amending the parking on Fraser Street, removing 7, 5-hour meters on the west side of the 300 block of Fraser and replace the spaces with Commuter parking. Council was also asked to approve to make permanent the commuter parking on the East side of the 300 block of Fraser that was established as a temporary trial basis.

Council discussed the proposed ordinance. Zion Sykes asked if the 2018 temporary commuter zone establishment included the removal of meters. Tom Brown, Parking Director, answered Council's inquiries and Zion's questions.

Mark Huncik, President of the Highland Civic Association, requested future consideration for incentivizing alternative ways of transportation instead of expanding parking, and requested that the fees for commuter parking be reviewed.

Councilmember Engeman stated that this is across the street from St Andrews Church and felt that leaving those spaces available should be kept. Tom Fountaine, Borough Manager, stated that the Borough worked with the church on this change and the experience the Borough has is that these meters have minimized utilization.

On a motion by Peter Marshall and seconded by Jesse Barlow, Council by roll call vote (5-1 Engeman) approved the Ordinance Amending Parking Regulations on Fraser Street.

Official Reports and Correspondence

Mayor's Nanes congratulated those who were elected or reelected and issued congratulations to Commissioner Michael Pipe for being appointed to the Shapiro administration as the Assistant Chief of Staff for Public Safety, Commissioner Mark Higgins who is now Chair of the Centre County Board of Commissions, Amber Concepcion who will fill out Commissioner Pipe's term, and the Nittany Lions on winning the Rose Bowl. Mayor Nanes also acknowledged various holidays occurring in January.

President Barlow reported that Council met in executive session to discuss legal and personnel matters, and the President also extended congratulations to those elected.

Tom Fountaine, Borough Manager, discussed upcoming events from the State College Community Land Trust along with an open house on Old Boalsburg Road, and the Community Conversations event being held at the State Theatre.

Also, attached as part of the agenda was a copy of the Conflict-of-Interest Policy and Code of Conduct regarding HUD Programs, the policy needs to be received at a regular meeting of Council and Council members are asked to review the policy so that conflicts of interest do not occur in the upcoming year.

Prithvi Narayanan, State College Area School District Representative, encouraged the community to engage in person with school board members at the next Board Conversations with the Community on Thursday, January 12th. Registration is now open for the 2023/2024 school year. The School District appreciates Amber Concepcion's service as President of the School Board and commends the Council for the National Day of Healing and Lunar New Year Proclamations. Prithi also expressed appreciation for the establishment of the Advisory Committee along with the amendment to the Antidiscrimination Ordinance. Prithi also condemned the violent attacks at the Brazilian capital that happened.

Zion Sykes, University Park Undergraduate Association Student Representative, hopes that everyone is rejuvenated for the upcoming year.

On a motion by Jesse Barlow and seconded by Peter Marshall, Council adjourned the meeting at 9:01 pm.

Respectfully submitted:

Dianna S. Walter, Assistant Borough Secretary

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BOROUGH OF STATE COLLEGE

RESOLUTION #1343

A RESOLUTION OF THE BOROUGH OF STATE COLLEGE,
COUNTY OF CENTRE, COMMONWEALTH OF
PENNSYLVANIA, APPROVING THE TRANSFER OF
RESTAURANT LIQUOR LICENSE, R-21263, FROM 418 WESTERLY PARKWAY,
STATE COLLEGE BOROUGH, CENTRE COUNTY, PA 16801 TO 134 S ALLEN ST,
STATE COLLEGE BOROUGH, PA 16801

WHEREAS, Act 141 of 2000 ("the Act") which amends the Commonwealth's Liquor Code, authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of restaurant liquor licenses within municipal boundaries with the same county regardless of the quota limitation provided for in Section 461 of the Liquor Code, if sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the Borough of State College adopts the within Resolution to approve the transfer of the license from 418 Westerly Parkway to 134 S Allen Street; and

WHEREAS, State College Borough Council held a public hearing on January 9, 2023 after due publication as required by the Liquor Code; and

WHEREAS, as authorized by the Liquor Code, the Borough of State College wishes to attach reasonable conditions as a part of the approval of the license transfer; and

WHEREAS, the within Resolution will be attached to an application for the transfer to be filed under the terms and provisions of the Liquor Code.

NOW, THEREFORE, BE IT RESOLVED, in accordance with the application filed by 134 State College, Inc. (d/b/a "Brothers Bar & Grill"), after hearing, State College Borough Council hereby approves the transfer of the restaurant liquor license, R-21263, from 418 Westerly Parkway, State College to 134 S Allen Street, State College with the full understanding that the transfer must be approved by the Pennsylvania Liquor Control Board; and

BE IT FURTHER RESOLVED, that the Council of the Borough of State College attaches the following conditions as set forth in Exhibit A, attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the Borough of State College, by adoption of the within Resolution, approves the transfer and requests that the conditions hereinafter set forth be established and approved for enforcement by the Pennsylvania Liquor Control Board and that an agreement between the Borough of State College and the applicant, 134 State College, Inc., be entered into listing the conditions and attached hereto as Exhibit A.

RESOLVED, this __ day of February, 2023.

ATTEST:

BOROUGH OF STATE COLLEGE

Dianna S. Walter
Assistant Borough Secretary

Jesse L. Barlow
Borough Council President

Alternative Based on Combined Proposals

LIQUOR LICENSE TRANSFER AGREEMENT
LICENSE NO. R-21263

THIS AGREEMENT made this ____ day of _____, 2023, by and between:

BOROUGH OF STATE COLLEGE, a Home Rule Municipality, having offices at 243 South Allen Street, State College, Centre County, Pennsylvania, hereinafter referred to as "**Municipality**,"

- A N D -

134 STATE COLLEGE, INC. (d/b/a "**BROTHERS BAR & GRILL**"), a Pennsylvania corporation, having a business address at 134 South Allen Street, State College, PA 16801 Centre County, Pennsylvania, hereinafter referred to as "**BROTHERS BAR & GRILL**."

RECITALS:

BROTHERS BAR & GRILL has applied for the transfer of a Liquor License No. R-21263, currently located in State College Borough, Centre County, Pennsylvania to a location within the Municipality, identified as 134 South Allen Street, State College, Centre County, Pennsylvania.

Following the hearing, State College Borough Council has agreed to authorize the transfer in accordance with the provisions of 47 P.S. § 4-461(b.3) of the Pennsylvania Liquor Code.

The approval of the license transfer is made subject to the conditions as hereinafter set forth.

NOW, THEREFORE, in recognition of the approval of the license transfer, BROTHERS BAR & GRILL, with intent to be legally bound hereby, agrees that the following restrictions or conditions shall apply:



1. Food Stipulation. At the Public Hearing, Brothers presented a food and beverage menu to the State College Borough Council. A copy of said menu, including the menu's insert, is attached hereto as Exhibit A. As a condition of approval, Brothers stipulates that the scale and scope of Exhibit A shall be maintained throughout the duration of its operations of the License at the Premises. The Borough of State College acknowledges that Brothers offers the full menu on a daily basis until approximately 10pm after which Brothers may offer the insert until the restaurant closes. The Borough of State College also acknowledges that the specific food and beverages items on the menu and insert may change from time to time.

2. Contemporaneous Food & Alcohol Sales Required. Alcohol sales on premises will not be permitted at any time when food sales are not available.

3. Location Limitation. The license is devoted to 134 S. Allen Street, State College, Pennsylvania. Further expansion of the business premises is not permitted. The License is approved at the Premises. Further expansion beyond the Premises shall not occur without the approval of the Borough of State College. Approval of the requested expansion shall not be unreasonably withheld by the Status College Borough Council and shall be acted upon by the State College Borough Council with reasonable dispatch.

4. The License shall not be transferred to a bona fide third party for use at the premises or transferred to a different premises within the Borough without the approval of the Borough of State College. Approval of the requested transfer shall not be unreasonably withheld by the Status College Borough Council and shall be acted upon by the State College Borough Council with reasonable dispatch. This condition shall not prohibit Brothers from expanding its investors or transferring the License into a Brothers-related entity.

5. Modification. Modification of the within Agreement may be obtained only following submission to and approval by State College Borough Council.

6. Compliance with PLCB Requirements. 134 S. Allen Street, Inc. (d/b/a Brothers Bar & Grill) agrees to comply with all requirements and orders of the Pennsylvania Liquor Control Board and the parties acknowledge that license restriction, as described herein.

7. Non-Smoking Establishment. The entire indoor premises shall be non-smoking.

8. Enforcement. This Agreement contains legally binding obligations and shall be enforceable in the Court of Common Pleas of Centre County, Pennsylvania, at law or in equity, including specific performance.

9. Partial Invalidity. In the event that any provision of this Agreement is determined to be legally invalid, the affected provision shall be stricken from the Agreement and the remaining terms of the Agreement, and their enforceability shall remain unaffected thereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

ATTEST: MUNICIPALITY:
BOROUGH OF STATE COLLEGE

By: _____

ATTEST: 134 State College, Inc.:
Brothers Bar & Grill

By: _____

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:
)

On this, the ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the Borough of State College, the foregoing municipality, and that he/she being authorized to do so executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:
)

On this, the ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of 134 State College Inc. (t/b/a Brother's Bar & Grill), the foregoing corporation, and that he/she being authorized to do so executed the foregoing instrument for the purposes therein contained.

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LIQUOR LICENSE TRANSFER AGREEMENT
LICENSE NO. R-21263

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

MUNICIPALITY:
BOROUGH OF STATE COLLEGE

By: _____

ATTEST:

134 State College, Inc.:
Brothers Bar & Grill

_____ By: _____

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:
)

On this, the ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the Borough of State College, the foregoing municipality, and that he/she being authorized to do so executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:
)

On this, the ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of 134 State College Inc. (t/b/a Brother's Bar & Grill), the foregoing corporation, and that he/she being authorized to do so executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:



Graduate and Professional Student Association

The Pennsylvania State University
315 HUB-Robeson Center
University Park, PA 16802
Email: gpsaoffice@gmail.com

GPSA 73 nd Assembly Meeting	Wednesday, January 18, 2023	6:00 PM	HUB/Zoom
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Action Items:

Business Conducted:

Agenda

- I. Meeting called to order at 6:16 PM
- II. Roll Call – See Appendix I
- III. Adoption of the Agenda
- IV. Approval of Past Meeting Minutes from 11/30: Approved
- V. Open Student Forum
 - a. None
- VI. Special Presentation:
 - a. Dr. Preston rescheduled for March 17th (*possible conflict mentioned by Justin*)
- VII. Executive Board Reports
 - a. President – Jada Quinland
 - i. No report but wants to use Teams
 - ii. *Do the survey (*like it when done*)*
 - iii. No Questions and Comments
 - b. Vice President – N/A
 - i. Vote needed to make the new State College Borough Council Liaison
 - ii. Questions and Comments
 - c. Executive Director of Communications – N/A
 - i. Please notify if mispronouncing delegates' names or if delegates enter the meeting after attendance has been taken.
 - ii. Committee chairs please send attendance records after each meeting.
 - iii. Sending out the newswire tomorrow, please submit any event announcements or graphics by noon.
 - iv. Please notify if you want to be excluded from public recordings.
 - v. Questions and Comments
 - d. Executive Director of Finance – Hemangi Doye (acting Director of Finance)
 1. Not requesting any money

- 2. Following up with multiple people, please reach out individually
 - 3. Sponsorship bills, next week should be busy
 - ii. Questions and Comments
 - e. **Executive Director of External Affairs – Vacant**
 - f. **Faculty Senate – Savannah Jackson**
 - i. Nothing to report
 - ii. Questions and Comments
 - g. **Graduate Council – Nataly Oliver**
 - i. Nataly-
 - 1. Graduate Student Employment Report is in the works with the Education Council
 - ii. Questions and Comments
 - h. **Speaker of the Assembly – Frankie**
 - i. Spots are open in different committees
 - ii. Confirming people for BSC
 - iii. Thank you to everyone who has been putting in the effort
 - iv. Committee Heads- If you want topics to be discussed in the meetings, ask and we can add it to the agenda
 - v. Check the Teams app to stay up to date
 - 1. Slack is officially not in use
 - vi. Outlook Event Invites:
 - 1. Sending out reoccurring events for the semester
 - 2. Delete old invites as it will confuse you in the future
 - vii. If you are a committee head and you haven't met with me, please use the Calendly App to sign up for meetings
 - viii. Questions and Comments
 - i. **Chief Justice – The Honorable Ian Tennison**
 - i. Resolution- if we make any resolution regarding the Constitution, we must tell the assembly
 - 1. Beginning of fall semester, the big role of the judiciary is to make decisions in the constitution that are very big
 - 2. There is little information in writing, so the judiciary makes the ruling of what something means or the process of it
 - 3. Issue: vacant Vice President position
 - a. Judiciary decided that we do NOT need to be actively looking for a new person because by the team we find someone and they get fully trained, we will already be heading into the new election (*more trouble than it's worth*)
 - b. Jada is doing great by herself as well
 - 4. Ian is remote as he is moving to Jordan, he will be working asynchronously, Dale will be taking his place along with Ian's support
 - 5. We are running short on justices, Daniel was told he is unable to continue due to his degree and Drake is unable to continue as his program becomes heavier, Ian graduates
 - a. Justices have tenure
 - b. Please let Jada or Ian know if someone is interested
 - ii. Questions and Comments
- VIII. **Old Business Item Template**

- a. **(72-25) Megan- Grad Student Printing Initiative:** gives grad students ability to print for free
 - i. High ambitions for the pilot program for last semester, and be fully running this semester, though we were not able to do so because:
 - 1. Have not solidified office hours, timeline, or preregistration
 - 2. Is anyone interested in helping run this?
 - a. Office Hour Staffing
 - b. Running the Google Form
 - c. Help come up with a better system?
 - 3. Questions & Comments:
 - a. Alvin: we could use Google Forms for students to say when they are coming in so we can staff accordingly.
 - b. Savanah: Agrees with Alvin, students can attach the file they want to print within the google form so we can preprint it.
 - c. Justin: agree with Savanah, the GA office sends it the print center. We should also put it off to next year to make sure everything is planned and ready for full service. Students can send it to us and just pick it up at the given time.
 - d. Kate: Agrees with Justin, concerned people won't be available to staff the printing program.
 - e. Jada: ~8people said they would be willing to oversee the chat to watch using a show of hands.
 - i. Made a group chat for the people who raised their hands (*bend your elbows*).
 - ii. Max two-hour shifts.
 - iii. Making a group chat for the people who raised their hands.
 - f. Kate: use an on-call strategy, we can be available during that time if it's needed.
 - 4. Do we need the registration form if it's online?
 - a. Brock: make the process smooth, as students think it's too many "forms." We should just say "these are the hours; you come by and print it with us for free as long as you show up during our designated times." There would be less work too for us.
 - 5. The budget for this program will stay the same.

IX. New Business

- a. Kathryn Lynn is now taking our minutes and will be for the rest of the semester.
- b. **New Zoom Moderator-** Nataly has been doing a great job but it is not her job.
 - i. This doesn't mean more work, just watching the comments and making sure the Zoom is working.
 - ii. Jada- Nataly will NOT be doing it anymore.
 - iii. Send a message to Frankie if you are interested.
 - iv. If no one volunteers, then Frankie will volunteer someone herself.

c. Confirmation of Appointments:

i. Appointing Jada for the Liaison for the State College Borough Council.

1. Vote- PASSED unanimously

a. Motion 1: Justin

b. Motion 2: Solomon

ii. Confirm Cate as the Proxy Delegate for the Graduate Caucus:

1. Question: This is not going to be the official delegate just the proxy?

a. Yes.

2. Vote- PASSED unanimously

a. Motion 1: Mackenzie

b. Motion 2: Blake

iii. Confirm Andrew Chair of Graduate Student Caucus:

1. Vote- PASSED unanimously

a. Motion 1: Florian

b. Motion 2: Kate

d. Legislation:

i. Bill 72-30: HGSA Co-Sponsorship

1. We asked different departments to fund this Speaking Event, but we would still like some more money.

2. Miguel Velario, Sovereign & Joy

a. Gives public lecture February 20- not cost to attend

b. Lecture Location: Borland 112

c. Workshop for Graduate Student February 21- open to graduate students

i. Registration in advance

ii. Workshop Location: Weaver Building

3. Asking GPSA for \$440 to buy 4 copies of his book

a. Offering free books provides an incentive for grad students to attend the program

b. Buying from local bookstore

4. Vote- PASSED

a. Motion 1- Sean

b. Motion 2-Kate

ii. Bill 72-31: Pan-APA Co-sponsorship

1. Conference is open to anyone

2. 80 participants (30-65 grad students)

3. Requesting \$6,200 from GPSA for funding the lunch and after party gala

4. Questions:

a. Justin: We are requesting \$6,200? What is entertainment compared to room and equipment?

i. Each room costs money and we are requesting \$5,200

b. Rola: is the speaker just one speaker?

- i. Driving from Ohio, just one speaker
 - ii. Dr. Saylancee
 - c. Sean: I attended the program last year, it's a great event, and he supports it.
- 5. Vote- PASSED
 - a. Motion 1- Elvin
 - b. Motion 2- Blake
- iii. **Bill 72-32: EMS Co-Sponsorship**
 - 1. A survey was conducted with graduate students and found that 25% of them felt isolated or fatigued with their studies.
 - 2. Engagement and Mentorship Program: Put on events through the College of EMS for all graduate students to help address some of the issues they face.
 - 3. This specific Pilot Program focuses on Housing & Security- February 7
 - a. Frequent mental health check ins
 - b. Resource review
 - c. Food for the event
 - 4. Asking GPSA for \$200 to cover the costs of food and snacks
 - 5. Questions:
 - a. Sean: is there consideration for the SNAP food insecurity?
 - i. This even will specifically focus on housing, but yes for the future programs.
 - ii. Goal is to get grad students connected with housing resources.
 - b. Justin: is the money split per meal?
 - i. Yes, it is priced per plate.
 - c. Jada: do you have an ASA account?
 - i. No.
 - 6. Vote: PASSED
 - a. Motion 1- Justin
 - b. Motion 2- Andrew
- iv. **Bill 72-33: International Agriculture & Development Graduate Association Co-Sponsorship for the 4th Global Gallery**
 - 1. Seeking funding for Global Gallery Event that highlights the research and work of local student and faculty research and projects. It also supports the pipeline from undergraduate to graduate students for this program.
 - a. Presentations/ Posters
 - b. Lunch
 - c. Keynote speaker
 - 2. Asking GPSA for funding for food (*UPAC doesn't cover food costs*)
 - 3. Events and submissions are open to public
 - 4. Vote: PASSED

- a. Motion 1- Justin
- b. Motion 2- Sunshine
- c. Abstained- Kenny
- v. **Frankie-** Frankie was the delegate for a lot of those bills. In the future, she will be reaching out to their college delegates for their support.

vi. Resolution 72-32: Article 10 Review- Dale

- 1. Change 1: the current bylaws in Provision A and D, expenses less than \$750 or more, must be approved by the assembly
 - a. Basically, saying how no matter what we spend we must get it approved.
 - 2. Change 2: Summer spending and allocation of funds to use during the year. Broadening the language in the bylaws to allow for the executive board to set aside funds in the summer to be spent during the semester.
 - 3. Questions & Comments:
 - a. Ian: \$750 should be the threshold. The \$750 is the traditional amount GPSA can spend in the summer.
 - i. Putting this under review for Ian.
 - b. 10% of the next years funding can also be used
 - i. Needs to look at this again
 - ii. Changed language that after June 30, the exec board can spend 5% but not more than \$750
 - 4. Vote: PASSED to review later
 - a. Motion 1- Elvin
 - b. Motion 2- Sullivan
- vii. Bill 72-29: Black History Month Series Discussion**
- 1. Black History Month Series- Enough people aren't doing enough to celebrate Black History Month
 - 2. Event 1: Black Friday Fashion with the Career Services Professional Attire Closet
 - a. Where: Freeman Auditorium- \$300 to book room
 - b. When: 4:00-6:00pm
 - c. Partnered with Pan- APA (Members will be the models)
 - d. DJ Justin will do it \$400
 - e. Shidika Goode will be the photographer for free
 - 3. Event 2: Block Party
 - a. Where: Old Main Lawn will be free (Heritage Hall is backup location)
 - b. When: February 17, 4:00- 8:00 pm
 - c. Black & POC Tabling, external and internal
 - i. PRCC
 - ii. Educational Equity
 - iii. CAPS
 - iv. Black POC Student Orgs

- v. There aren't enough black owned businesses
 - vi. Black barbers
 - d. Components:
 - i. Security: \$700
 - ii. Tents: \$500
 - iii. DJ Justin:
 - e. Black Owned Catering Free
 - i. Juana
 - ii. Halah Truck
 - iii. Popcorn Machine
 - iv. Cotton Candy
 - f. Speakers:
 - i. Dr. Preston
 - ii. Levon Esters
 - iii. Michael Wade
 - iv. Tracey & Darrly
 - v. VP of Alumni
 - vi. Dean Clarence Lang
 - vii. Stephen Carpenter
 - viii. Marcus Whitehurst
 - ix. Janelle Loiseau
 - g. Performances:
 - i. Black Frats (strolling & stepping)
 - ii. Black Sororities (strolling & stepping)
 - 1. National Panhellenic Conference
 - 2. Play the right music, but email to ask through email
 - iii. Myles Arrington
 - iv. Savanah Jackson (Anthem)
 - v. Lurena Watkins
 - h. Games & Activities
 - i. Electric Basketball
 - ii. Trying to change these
 - iii. Make them free
 - i. Giant Slide: \$350
- 4. Event 3: Black Mental Health Wellness Retreat
 - a. Where: Virtual
 - b. When: February 25th
 - c. Give gift cards for each student participant
 - i. Must stay till the end in order to receive
 - d. CAPS Asst. Manager Sultan recommended some people
 - e. World Campus partnership to include the students

- f. Live Streaming is up in the air
- g. Nataly is planning on the merchandise
- h. Savannah will be reaching out to the tabling info
- i. Jada is doing the logistical parts
- j. We need people to volunteer for the event the day of
- k. Questions & Comments:
 - i. Nusrat: could be good to get Bangladesh Student Org involved
 - ii. Sean: Promotional info- would the info be shared with us and all grad students for models.
 - 1. Jada- we will be posting a Call for Black Models
 - iii. Justin: are you asking other orgs for more money so it's not on the exec board
 - 1. Jada doesn't like asking people for help when it's a tedious task
 - iv. Last year the event was broadcasted in the Flex Theatre, CW studios, Chris is his name
 - v. Sean: Use our social media to market everything
 - 1. Jada- we are going to do so to promote to reach undergrads, HUB marketing, promotional is no issue
 - vi. Frankie- use this time to give ideas

X. Reports

a. Advocacy and Diversity –

- i. No one is occupying this committee, no reports
- ii. Questions and Comments

b. Professional Development – Kenny & Elvin

- i. Kenny & Elvin- Event ideas
 - 1. Resume Writing Workshop in February
 - 2. Career Services Coach Led Workshop in the works
 - 3. Presentation Workshop to help design and public speaking skills
 - a. Inviting students of any background
 - b. Fridays 11 am – 12 pm
- ii. Questions and Comments

c. Student Engagement – Tanveer Ahmed

- i. Good news: we postponed the Case to World Event because we didn't have permission from HUB for caterers, but now we do!
- ii. Grad Cup & Talent Show
- iii. Episodes of Grad Town Hall
- iv. Large committee, but please join if you want
- v. Questions and Comments

d. Climate Action Committee- Nusrat

- i. We have been trying to plan for our first event
- ii. We are meeting to finalize for our first event, most likely the last week of

February or beginning March

- iii. Reached out to the Bike People to learn about sustainable transportation

e. Internal Development – Dale Roeck

- i. Kate Blake and Megan have joined the committee
- ii. Worked on the legislation that was mentioned today
 - 1. Co-sponsorship lead times
 - 2. Bylaw typos

iii. Investigative Report: Resignation of Executive Board Members- Scope

- 1. On November 16, 2022, this Assembly charged me with investigating resignations in GPSA's Executive Branch. In fulfillment of that request, this investigative report is the culmination of an informal but confidential information-gathering process that I conducted over several weeks. During this process, I contacted seven former executives and interviewed five. I will not reveal the identities of the former executives, and I will not attribute specific comments or information to their sources. Any statements in this report should not be construed as definitive statements of fact. Recall as I deliver this report that the Executive Board has gone through several personnel changes over the course of this Assembly. Just because a particular action or behavior is the subject of a recommendation does not necessarily mean that that action or behavior has happened or is currently happening. My interviews were conducted privately, but there was no mechanism by which I could authenticate or verify the veracity of the testimony that I received without violating the privacy of the interview subjects. Some pieces of testimony were corroborated by other pieces of testimony, but many other pieces of testimony were not corroborated. Additionally, each person's testimony represents one side of a complicated and incomplete narrative. Because each of the former executives served in their positions for a limited time, their testimonies represent mere cross-sections in the overall timeline of this 72nd Assembly. Lastly, I cannot share any information beyond that which is contained in this report. I will not take any questions after I deliver this report, and I will not respond to any requests for additional information. This investigation should be considered closed once I have finished delivering this report.

iv. Recommendations

- 1. Soliciting Executives-
 - a. The Executive Branch should reflect on its interview process for executive positions and consider whether the entire Steering Committee is necessary for those interviews, or whether the interview process can be carried out using a different configuration of persons.
- 2. Executive Duties-
 - a. The Executive Branch should consider revising executive position descriptions to encapsulate the full breadth of duties that each Executive Board member is expected to fulfill. The Executive Branch should clearly communicate the duties of

particular incumbents, including whether a particular incumbent should be carrying out the duties of any vacant executive positions. The Executive Branch should consider prioritizing filling vacant positions over redistributing the duties of those positions to incumbent executives.

- b. Incumbent Executive Board members should discharge only their assigned duties, and, accordingly, they should refrain from discharging the duties of other incumbent Executive Board members.
- c. The Executive Branch should clearly and directly communicate with an incumbent executive any deficiencies, constructive criticism, or other feedback about how the executive is discharging their duties.
- d. The Executive Branch should refrain from micromanagement. Conversely, individual Executive Board members should hold themselves personally accountable for following up on their duties and commitments.

3. Ethical Considerations

- a. Individual Executive Branch members should refrain from using their positions of power to coerce other GPSA members from resigning their positions, whether directly or through third parties.

4. Interpersonal Consideration

- a. The Executive Branch should consider the degree of flexibility it affords persons working in time zones other than Eastern Standard or Eastern Daylight Time.
- b. Individual Executive Board members should be aware of the unique challenges attendant to being a graduate student and how those challenges may impact other Executive Board members.
- c. Individual Executive Board members should be aware that there is often more than one way to do things.
- d. Individual Executive Board members should refrain from gossiping about other GPSA members.
- e. The Executive Branch should consider emphasizing a collaborative working environment and leadership style in its operations. Additionally, the Executive Branch should consider the benefits of clearly communicating appreciation for other members' contributions and the value they provide to the organization.

5. **Decorum**

- 6. **Note:** Although the scope of this report is limited to the Executive Branch, all GPSA members should consider adhering to the following recommendations.
 - a. Individual Executive Board members should treat each other, and other GPSA members, with the same professionalism

attendant to a workplace, whether in private, in public, in executive session, or in Assembly meetings.

- b. Individual Executive Board members should avoid condescending to other executives.
- c. Individual Executive Board members should refrain from making comments based on race or national origin that are or may be perceived as being discriminatory.
- d. Individual Executive Board members should refrain from retaliatory behaviors or otherwise retaliating against members who espouse different or opposing opinions.
- e. Individual Executive Board members should refrain from generalizing and perpetuating stereotypes about particular majors, fields of study, and administrative units within the Graduate School or Penn State Law.
- f. Executive Board members should actively combat any negative perceptions about students belonging to particular majors, fields of study, or administrative units within the Graduate School or Penn State Law.

7. Internal Communications

- a. The Executive Branch should promulgate its agendas in a timely manner and refrain from deviating from the agenda during its meetings.
- b. The Executive Branch should analyze and reflect on its current communication style and look for opportunities to streamline or otherwise improve communication between executives.
- c. The Assembly and the Executive Branch should consider how they can improve communication between GPSA's branches and between individual GPSA members.

- 8. As a reminder, any statements in this report should not be construed as definitive statements of fact. Just because a particular action or behavior is the subject of a recommendation does not necessarily mean that that action or behavior happened or is currently happening. I will not share any information beyond this report, and I will not take questions regarding this report. This investigation should now be considered closed

- v. Vote: PASSED (November 16th incident to be included in the minutes)

- 1. Motion 1- Dale
- 2. Motion 2- Sunshine

- vi. Questions and Comments

f. **Liaison Reports**

g. **Student Trustee – Janiyah Davis**

- i. Currently the application is open for student trustee committee
 - 1. Commit for 2 years
- ii. Student Trustees have all the same voting responsibility as the Board of Trustees
- iii. Promoting the position, it supports the future of the university

- iv. Trusteedavis@psu.edu
- v. Closes February 3rd
- vi. 6 at large positions – ANY FULL TIME STUDENT IS WELCOME
- vii. www.Trustees.psu.edu for the application
- viii. Question & Comments:
 - 1. Andrew: Modifications on the budget is impacting grad students in negative ways (stipend, credits, etc.), please keep your ears open to report back
 - a. She is in her lunch meeting era so she can meet with us
 - b. Andrew is in his coffee era
 - h. Advisor – Adam Christensen
 - i. Damon Sims last day is January 21st
- XI. Comments for the Good of the Order**
 - a. Jada: Mentioning the names of the people who are no longer within GPSA
 - b. Frankie: Excited to be the new speaker
- XII. Meeting adjourned at 8:11 PM**
 - a. Motion 1- Justin
 - b. Motion 2- Sean

Appendix I

U= Unexcused Absence | E= Excused Absence | P= Present | L= Late | Proxy = Proxy

Appendix II

Y=Yes | N= No | A = Abstain | Blank Cell = No Vote

RESOLUTION #1346

APPOINTMENT OF A
STUDENT REPRESENTATIVE TO COUNCIL

WHEREAS, Section XI of Resolution #1267 states that a Student Representative to Council shall be appointed for a term of one year and that Borough Council shall make the appointment after receiving a recommendation for the appointment from the President of the Graduate and Professional Student Association.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Borough of State College, in accordance with the Resolution cited above, hereby confirms the appointment of the following person as the GPSA's Student Representative to Council:

Jada Quinland

Appointment to a one-year term as the GPSA Student Representative to Council to expire on May 1, 2023.

ADOPTED as a Resolution this 6th day of February 2023.

ATTEST:

BOROUGH OF STATE COLLEGE

Dianna S. Walter
Assistant Borough Secretary

Jesse L. Barlow
President of Council

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DECISION
REQUEST FOR CONDITIONAL USE
Permit Amendment for Reducing Parking
At The State College Area School District High School Campus

As a result of a hearing held January 9, 2023, before State College Borough Council, State College, Centre County, Pennsylvania, at the Borough Building. Borough Council finds the following:

Witnesses

Hearing testimony was offered by Gregory Garthe, Senior Planner, on behalf of the Borough and Matthew R. Harlow, on behalf of the School District, both of whom offered opinions for Council's considerations. No public input was received.

Exhibits

Borough Council received into evidence Exhibits offered by the Borough consisting of the following:

1. Planning Staff Summary;
2. Aerial View;
3. Preliminary Land Development Plan, Consisting of 6 Pages;
4. School District Request;
5. Borough Zoning, Section 19-2403 and related Ordinances regarding required off street parking;
6. Conditional Use Update Parking Exhibit;
7. Existing Parking Reduction Agreement; and
8. State College Borough Planning Commission Minutes, December 7, 2022.

Statement of Facts

1. State College Borough Council adopts as a statement of facts the summary provided by Senior Planner, Gregory Garthe, marked as Exhibits 1 through 8.

2. Applicant proposes to amend its existing Conditional Use Permit that allows a parking reduction at the State College Area School District High School property. This Permit was approved in 2015 pursuant to Section 19-2403B of the Borough Zoning Ordinance.

3. The School District plans on building a physical plant office and operations building.

4. The School District plans to construct parking as required by the Borough Ordinance to accommodate the construction of the new facility.

5. The inclusion of the physical plant building in the high school campus under the terms of the Ordinance would require 1,360 parking spaces.

6. The School District would have a total of new and existing spaces of 821 spaces which would require a reduction of 539 spaces.

7. The Planning Commission has reviewed the request at its December 7, 2022 meeting and recommended approval.

Conclusions

The Conditional Use application has been properly filed on behalf State College Area School District in compliance with requirements of the State College Borough Zoning Ordinance. The Borough Planning Commission and staff have reviewed the application and have recommended approval to Borough Council.

The reduction in required parking will preserve open space on the campus site. The School District has sufficient space to construct the full measure of required parking if necessary.

NOW, THEREFORE, based upon the testimony presented, the exhibits offered and following Public Hearing before Borough Council, the Council for the Borough of State College hereby renders the following decision:

1. Applicant's request for a Conditional Use to reduce the number of spaces required is granted subject to the conditions as hereinafter set forth.

2. The following conditions are attached to the grant of the Conditional Use:

a. The Applicant must satisfy all requirements to obtain final land development approval;

b. Applicant will provide a revised Parking Reduction Agreement for execution by the State College Area School District and the Borough of State College following review and approval by the Borough;

c. The Agreement would specify that the area which would have been used for the required parking spaces shall be maintained as planted open space contiguous to the off street parking area. The Agreement would also specify that if planted open space is converted to parking at a future time, the parking area shall comply with the provisions of Part H of this Chapter.

Adopted by action of Borough Council, this _____ day of February, 2023.

ATTEST:

BOROUGH OF STATE COLLEGE

By: _____
Dianna Walter
Assistant Borough Secretary

By _____
Jesse L. Barlow
President of Council

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November 4, 2022

State College Borough Council
243 South Allen Street
State College, PA 16801

Attn: Thomas J. Fountaine, II, Manager

Re: Update Request of Conditional Use Permit for
Reduction of Required Parking Spaces
State College Area High School Campus

Dear Council Members:

Concurrent with the submission of the Preliminary Land Development Plans for the Proposed Physical Plant Facility project at the North Campus of the State College Area High School, ELA Group, Inc. (ELA) on behalf of the State College Area School District (SCASD) respectfully requests your consideration of granting an update to the conditional use permit for reduction of required parking which was approved on February 11, 2015 as part of the High School Additions and Renovations project.

SCASD is proposing to construct a new facility for their Physical Plant office and operations between their North Building/Delta building and Community Field. The proposed facility will include thirty-three (33) new parking spaces of which thirty (30) are the minimum to meet the Borough's parking requirements.

The 2015 parking reduction Conditional Use authorized SCASD to construct 788 parking spaces on their campus in lieu of the required 1,330 spaces calculated by the total of the High School and Delta gross floor areas. Inclusion of the proposed Physical Plant facility project, the entire High School campus would need 1,360 parking spaces by ordinance calculations. The total number of parking spaces provided on the campus, including the thirty-three (33) proposed on the Physical Plant project is 821, an approximate reduction of 40 percent from the required amount.

Included with this request letter is a copy of the "Parking Exhibit" from the 2015 Conditional Use approval and a copy of an updated Exhibit with the proposed Physical Plant facility. Thank you for your consideration of this request.

Sincerely,
ELA GROUP, INC.

Matthew R. Harlow, RLA
Principal in Charge, Central PA Office

enclosures

C:\Users\matt\ACCDocs\ELA Group\SC441-016 SCASD 22-17 NTH Physical Plant Facility\Project Files\Project Documents\Land Development\01 Conditional Use\Conditional Use Update Request.docx

Corporate Office:
743 South Broad Street
Lititz, PA 17543
(717) 626-7271

2013 Sandy Drive, Suite 103, State College, PA 16803; (814) 861-6328
414 North Jackson Street, Butler, PA 16001; (724) 256-9646

Branches:
Central PA
Western PA
100% Employee Owned Company (ESOP)

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814.234.2548
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STAHL SHEAFFER
ENGINEERING



SUBMISSIONS

PRELIMINARY LAND
DEVELOPMENT
11.04.2022

22-17
NTH - PHYSICAL PLANT
SCASD PHYSICAL PLANT BUILDING
WESTERLY PARKWAY
STATE COLLEGE, PA 16801



STATE COLLEGE AREA SCHOOL DISTRICT
131 WEST NITTANY AVENUE
STATE COLLEGE, PA 16801

SCASD JOB #: 22-17

CONDITIONAL USE
UPDATED PARKING
EXHIBIT

PARKING DATA (OVERALL CAMPUS)

2015 ANALYSIS

NORTH CAMPUS	EXISTING (PRE-2015)	PROPOSED
	380 SPACES	414 SPACES
SOUTH CAMPUS	340 SPACES	314 SPACES
	120 SPACES	188 SPACES

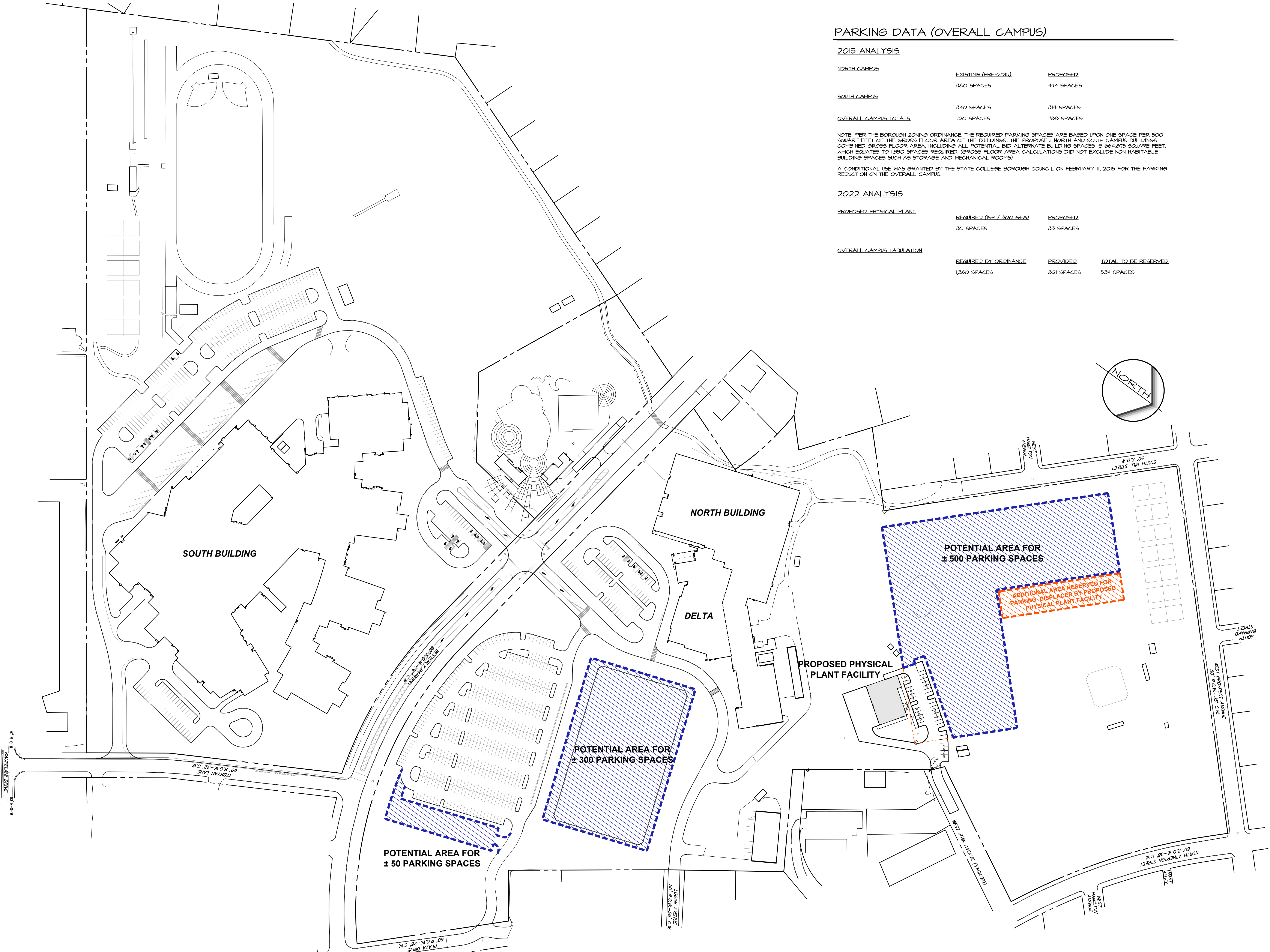
NOTE: PER THE BOROUGH ZONING ORDINANCE, THE REQUIRED PARKING SPACES ARE BASED UPON ONE SPACE PER 500 SQUARE FEET OF THE GROSS FLOOR AREA OF THE BUILDINGS. THE PROPOSED NORTH AND SOUTH CAMPUS BUILDINGS COMBINED GROSS FLOOR AREA, INCLUDING ALL POTENTIAL BID ALTERNATE BUILDING SPACES IS 664,875 SQUARE FEET, WHICH EQUATES TO 1330 SPACES REQUIRED. (GROSS FLOOR AREA CALCULATIONS DID NOT EXCLUDE NON HABITABLE BUILDING SPACES SUCH AS STORAGE AND MECHANICAL ROOMS)

A CONDITIONAL USE WAS GRANTED BY THE STATE COLLEGE BOROUGH COUNCIL ON FEBRUARY 11, 2015 FOR THE PARKING REDUCTION ON THE OVERALL CAMPUS.

2022 ANALYSIS

PROPOSED PHYSICAL PLANT	REQUIRED (1SP / 300 GFA)	PROPOSED
	30 SPACES	33 SPACES

OVERALL CAMPUS TABULATION	REQUIRED BY ORDINANCE	PROVIDED	TOTAL TO BE RESERVED
	1,360 SPACES	821 SPACES	539 SPACES



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**State College Borough Council
Policy Briefing Statement**

**RE: Reallocation of American Rescue Plan Act,
Coronavirus State & Local Financial Recovery Funds**

Date Prepared: January 17, 2022
Prepared By: Maureen H. Safko, Senior Planner
Proposed Meeting Date: February 6, 2023
Deadline for Action: February 6, 2023

I. Request/Issue Needing Action

Borough of State College Council members are asked to consider reallocation of American Rescue Plan Act, Coronavirus State and Local Financial Recovery Funds (APRA SLFRF) to better align this COVID response funding with community needs and to allow for timely grant expenditure.

II. Current Policy and/or Practice

Council allocated \$50,000 of ARPA SLFRF funds to “non-congregate shelter at hotels, apartments, dormitories, etc. and for the diversion of Borough residents at risk of entering emergency shelter” to prevent the spread of the coronavirus. Despite repeated announcements to our homelessness prevention partners about the availability of these funds, \$0 has been spent. In December shelters were notified that the SLFRF funds would need to be reallocated if not spent. Only Centre Safe requested use of these funds, asking for \$10,000. The remainder needs to be spent for another purpose.

Council had also allocated \$200,000 of ARPA SLFRF funds to “Old Boalsburg Road Town Homes rehabilitation for budget increases due to Pandemic supply chain and labor shortages”. This project is nearing completion and has expenditures that can immediately use the \$40,000 balance.

III. Other Background Information

The total budget for the Old Boalsburg Road Town Homes Acquisition/ Rehabilitation Rental activity is \$2,671,445. The requested \$40,000 is just 1.4% of the total budget of the Old Boalsburg affordable rental property development.

IV. Financial Impact on Budget

The proposed reallocation has no adverse impact on the budget of the Borough of State College.

V. Authority, Boards and Commission Review

Agencies asked to review the proposed reallocation include: Centre Safe, Out of the Cold, Centre County Youth Services Bureau, and The HOME Foundation. Borough Planning Department staff received only positive responses from these agencies.

VI. Staff Recommendation

Staff recommends a reallocation of \$40,000 in ARPA SLFRF to the Old Boalsburg Road Town Homes affordable rental development, leaving a balance of \$10,000 for non-congregate shelter expenses as requested by Centre Safe.