



HISTORIC
Bellefonte™
Est. 1795

Executive Session- Real Estate
6:30 pm- Oak Room

Borough of Bellefonte Council Work Session

AGENDA

7:00 – 7:25 PM, Monday, April 6th, 2026

In-Person, Council Chambers

301 N. Spring St, 1st Floor

VIEW RECORDING OF WORK SESSIONS and BOROUGH COUNCIL MEETINGS

Recordings can be viewed on CNET, Comcast's Government Education Channel 7, or at www.cnet1.org. **ATTEND IN PERSON.** The meeting room is open with normal occupancy limits.

I. CALL TO ORDER – Council President Johnson

II. WELCOMING COMMENTS / OPENING REMARKS:

Welcome, everyone, to the Bellefonte Borough Council Work Session. No council action (making motions or approvals) is taken during work sessions.

III. ITEMS FOR DISCUSSION:

Note – All Times are approximate

A) DCED Centre Region Local Government Specialist-Jake DeCarli– **25 Minutes**

IV. ADJOURNMENT

The Work Session will be adjourned at or before 7:25 PM. The Borough Council Business Meeting is scheduled to start at 7:30 PM.



HISTORIC
Bellefonte™
Est. 1795

Bellefonte Borough Council Business Meeting
7:30 PM, Monday, April 6th, 2026
In-Person, Council Chambers/Large Meeting Room
301 N. Spring St, 1st Floor

VIEW RECORDING OF WORK SESSIONS and BOROUGH COUNCIL MEETINGS: Recordings can be viewed on CNET, Comcast’s Government Education Channel 7, or at www.cnet1.org. **ATTEND IN PERSON:** The meeting room is open with normal occupancy limits.

AGENDA

I. 7:30 PM CALL MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Mr. Brachbill, <i>South Ward</i>	Mr. Kelly, <i>West Ward</i>	
Ms. Cleeton, Vice-President, <i>South Ward</i>	Ms. Tosti-Vasey, Pro Temp, <i>West Ward</i>	
Ms. Dann, <i>South Ward</i>	Ms. Wilson, <i>North Ward</i>	
Mr. Eaton, <i>North Ward</i>	Ms. Meckley, <i>Junior Council Member</i>	
Mr. Johnson, President, <i>North Ward</i>	Mayor Johnson, <i>At Large</i>	
Ms. McKean, <i>West Ward</i>		

IV. ADDITIONS TO THE COUNCIL MEETING AGENDA

In accordance with Act 65 of 2021, if a matter is not on the Agenda, Council cannot take official action on it with some exceptions. The Council can act on matters relating to potential or real emergencies. Council may add a matter of agency business to its agenda through a majority vote. The Council should state the reason why the action item is being added to the agenda. Council may vote to add an action item(s) to the agenda.

V. PUBLIC COMMENT (Oral)

Borough Council intends to take public comment related to the motion that is on the floor after it has been duly made and seconded. The order of comments will be public comment and then council comment, including proposed amendments by council members. If amendments are proposed to the original motion, the public will then only comment on the amendment(s) before final votes are taken. You must be a Bellefonte resident, a non-profit representative, a business owner, or an official representative of another governmental agency. Speakers shall identify themselves by name and street, municipality, if outside of the Borough of Bellefonte. Comments are limited to three (3) minutes.

VI. COMMUNICATIONS (written)

2026 Centre County Spring Job Fair, Thursday, April 23, 2026, held at C3 Sports, 200 Ellis Place, State College. <i>Informational item only; no Council action is requested.</i>
Reminder the first Brush and Grass Collection of the season will begin on Wednesday, April 8, 2026. Residents who have not yet paid for the Brush and Grass service are still able to submit payment to be included in the collection program. <i>Informational item only; no Council action is requested.</i>
Clearwater Conservatory Watershed Clean Up Day, Saturday, April 18 th , 2026. <i>Informational item only; no Council action is requested.</i>

VII. CONSENT AGENDA

All items listed on the Consent Agenda are considered routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council request specific items to be removed for separate action.

Finance	Barton & Loguidice Engineering Services for Talleyrand Park Suspension Bridge ADA Ramps Invoice September 2025. *All other outstanding invoices listed on the September 2025 invoice have been paid*
General	DRAFT Council Meeting Minutes March 16, 2026

Call for a motion/2nd to approve the Consent Agenda.

VIII. REPORTS

Please limit all reports/rebuttals/deliberations to three minutes maximum.

DEPARTMENT	OFFICIAL/ STAFF	REPORT
Mayor ➤ Proclamation-PA 811 Safe Digging Month April 2026	Mayor Johnson	Submitted
Jr. Council Member ➤ March 2026	Ms. Meckley	Verbal
OCA Memo: <i>See memo for report and updates</i> <ul style="list-style-type: none"> • Planning Commission will meet on Monday, April 13th at 5:00pm • HARB will meet on Tuesday, April 14th at 8:30am • Zoning Hearing Board will meet on Tuesday, April 14th at 5:00pm to hear a variance request for relief from the sign ordinance. 	Ms. Thompson	Submitted

IX. CURRENT and OLD BUSINESS

Public Hearing – Ordinance No. 04062026-01
Public Hearing to receive public comment on proposed Ordinance No.04062026-01, titled “Chapter No. 88 Officers and Employees.”
Approval of Ordinance No. 04062026-01 amendment to Article 1, Manager in Chapter No. 88 Officers and Employees. Motion/2nd to approve Ordinance No. 04062026-01 amendment to Article 1, Manager in Chapter No. 88 Officers and Employees.
Ordinance amendment to Chapter 180 Air Pollution. Motion/2nd to authorize the advertisement of the amendment to Chapter 180, Air Pollution.
The Streets, Infrastructure and Public Works Committee recommends Council award the 2026 paving bid to HRI, Inc. in the amount of \$81,989, and remove East Lamb Street, Locust Lane, and the East Lamb Street/Wilson Street intersection from the paving schedule due to stormwater projects that must be completed prior to paving. Motion/2nd to award the 2026 paving bid to HRI, Inc. in the amount of \$81,989, and remove East Lamb Street, Locust Lane, and the East Lamb Street/Wilson Street intersection from the paving schedule.

X. NEW BUSINESS

Consideration of a lease agreement with C&L Lingle Real Estate, LLC for a small tract of Borough-owned land located adjacent to My Café Buzz on West High Street. The agreement would authorize C&L Lingle Real Estate, LLC to lease and utilize the parcel under the terms outlined in the proposed lease. Motion/2nd to authorize the Borough to enter into a lease agreement with C&L Lingle Real Estate, LLC for the small tract of land located adjacent to My Café Buzz on West High Street, subject to the terms of the proposed agreement.
Consideration of a lease agreement with Revival Room, LLC for Suite 130 located in the Bellefonte Borough Administration Building. The agreement would authorize Revival Room, LLC to lease and utilize Office Suite 130 under the terms outlined in the proposed lease. Motion/2nd to authorize the Borough to enter into a lease agreement with Revival Room, LLC for Suite 130 in the Bellefonte Borough Administration Building, subject to the terms of the proposed agreement.

Bellefonte Borough Council Packet April 6, 2026

Council discussion and determination on whether the property located at 167 S. Potter Street should be returned to the jurisdiction of Centre Region Code Administration for continued code enforcement and compliance with applicable property maintenance and zoning regulations. **Council action requested.**

XI. PUBLIC COMMENT REGARDING ISSUES NOT ON THE AGENDA

This Public Comment period is for oral comments regarding items not listed on this meeting agenda. Speakers shall identify themselves by name and street, municipality, if outside of the Borough of Bellefonte. Comments are limited to three (3) minutes maximum.

XII. COUNCIL MEMBER COMMENTS/FOR THE GOOD OF THE ORDER

Please try to limit all comments/rebuttals to three minutes maximum.

XIII. ADJOURNMENT

The council meeting will be adjourned at or as close to 9:00 PM as possible.

The Council Public Comment Policy will be included with each Agenda.



Imagine your new job or career path is waiting in a room for you right here in Centre County.

Searching online, sending out applications, and not receiving responses can be frustrating in today's job market. Oftentimes, finding the right opportunity for you can feel overwhelming.

The Centre County Spring Job Fair is the solution for you!

On Thursday, April 23, PA CareerLink Centre County and the Chamber of Business and Industry of Centre County in partnership with Centre County Government and State College Borough, offer you the chance to connect **face-to-face** with employers and explore *real* opportunities... all in one place.

This is a prime opportunity to take a meaningful next step in your career, and here is what you can expect:

- Meet 80+ local employers
- Speak directly to hiring managers
- Full-time, part-time, entry-level, and career-track positions

The **Spring Job Fair is the largest in Centre County**, which affords you the chance to discover new industries and employment paths and make connections that can turn to *real* career opportunities.

We are seeing **strong** participation from both employers *and* job seekers. This is shaping up to be a powerful community event focused on making real connections that lead to real hirings.

If you or someone you know is ready to explore the career offerings of Centre County, don't miss this opportunity: Thursday, April 23, from 1 pm to 4 pm at C3 Sports and Event Center.

Bring your resume, bring a friend, and bring on new opportunity!

For more information and to register, visit: <https://cbicc.org/centre-county-job-fair/>



30TH ANNUAL

WATERSHED CLEANUP DAY

SATURDAY, APRIL 18
8 AM-NOON

Gather your friends and neighbors for a fun day in the fresh air as we clean up local streams and open spaces across central PA! Last year 664 volunteers prevented 12,860 pounds of trash from entering our waterways across 69 sites, and you can help make 2026 the most successful yet.

TO VOLUNTEER AND SEE ALL EVENT DETAILS, VISIT
WWW.CLEARWATERCONSERVANCY.ORG/WATERSHED-CLEANUP-DAY
OR SCAN THE CODE BELOW. THANKS FOR JOINING US!



KEEP PENNSYLVANIA Beautiful





443 Electronics Parkway
 Liverpool, NY 13088
 315-457-5200

Donald Holderman
 Assistant Borough Manager
 Borough of Bellefonte
 301 North Spring Street
 Suite 200
 Bellefonte, PA 16823

October 09, 2025
 Project No: 2779.001.005
 Invoice No: 156186

Project 2779.001.005 Talleyrand Park Suspension Bridge RAB
Professional Services thru September 20, 2025

Phase	010	Permitting and Design		
Fee				
Total Fee		49,500.00		
Percent Complete	35.00	Total Earned	17,325.00	
		Previous Fee Billing	14,850.00	
		Current Fee Billing	2,475.00	
		Total Fee		2,475.00
Billing Limits				
		Current	Prior	To-Date
Total Billings		2,475.00	14,850.00	17,325.00
Limit				49,500.00
Remaining				32,175.00
			Total this Phase	\$2,475.00
			Total Amount Due	<u><u>\$2,475.00</u></u>

Outstanding Invoices

Number	Date	Balance
147521	11/19/2024	2,475.00
149620	2/10/2025	2,475.00
155167	9/8/2025	4,950.00
Total		9,900.00

For billing questions please contact:
 Brandon Powell
 Project Accountant
 Email: bpowell@bartonandloguidice.com
 Phone 315-457-5200 Ext. 1030

BELLEFONTE BOROUGH COUNCIL BUSINESS MEETING

Regular Meeting Minutes

March 16, 2026 - 7:30 p.m.

301 N. Spring Street, 1st Floor, Bellefonte, Pennsylvania 16823

www.bellefonte.net

*VIEW RECORDING OF WORK SESSIONS and BOROUGH COUNCIL MEETINGS:
Recordings can be viewed on CNET, Comcast's Government Education Channel 7, or at*

www.cnet1.org

ATTEND IN PERSON: The meeting room is open with normal occupancy limits.

I. CALL TO ORDER The March 16, 2026 meeting of the Bellefonte Borough Council was called to order by President Doug Johnson at 7:30 p.m.

II. PLEDGE OF ALLEGIANCE

III. MEMBERS PRESENT

Mr. Randall Brachbill
Ms. Deborah Cleeton, *Vice President*
Ms. Barbara Dann
Mr. Jon Eaton
Mr. Douglas Johnson, *President*
Mr. Zach Kelly—ZOOM
Ms. Shawna McKean
Ms. Joanne Tosti-Vasey, *Pro Tempore*
Ms. Claudia Wilson
Ms. Jalyn Meckley, *Jr. Council Member*—EXCUSED
Mayor Buddy Johnson

STAFF PRESENT

David Pribulka, Interim Borough Manager
Alyssa Doherty, Assistant to the Borough Manager
Bill Witmer, Police Chief

IV. ADDITIONS TO THE AGENDA

In accordance with Act 65 of 2021, If a matter is not on the Agenda, Council cannot take official action on it with some exceptions. The Council can act on matters relating to potential or real emergencies. Council may add a matter of agency business to its agenda through a majority vote. The Council should state the reason why the action item is being added to the agenda. Council may vote to add an action item(s) to the agenda.

NONE

V. PUBLIC COMMENT (Oral)

Borough Council intends to take public comment related to the motion that is on the floor after it has been duly made and seconded. The order of comment will be public comment and then council comment including, proposed amendments by council members. If amendments are proposed to

the original motion, the public will then only comment on the amendment(s) before final votes are taken. You must be a Bellefonte resident, non-profit representative, business owner, or an official representative of another governmental agency. Speakers shall identify themselves by name and street, municipality, if outside of the Borough of Bellefonte. Comments are limited to three (3) minutes.

NONE

VI. COMMUNICATIONS (Written)

The National Highway Traffic Safety Administration released its 2023 Speeding Traffic Safety Facts, highlighting the continued impact of speeding on roadway safety nationwide. The report provides data on speeding-related crashes, fatalities, and contributing factors to help inform safety initiatives and policy discussions. Informational item only; no Council action is requested.\

The Bellefonte Community Easter Egg Hunt will be held at Talleyrand Park on Saturday, April 4, 2026, at 1:00 PM. Community members and families are encouraged to attend this annual spring event. Informational item only; no Council action is requested.

The 2026 Bellefonte Borough Spring Newsletter has been mailed to Borough residents. Informational item only; no Council action is requested.

Toys for Tots Commander’s Award – The Bellefonte Borough Office was recognized by the U.S. Marine Corps Reserve with a Commander’s Award for its outstanding support of the 2025 Centre/Mifflin County Toys for Tots campaign. The award acknowledges the Borough’s contributions in helping provide toys and holiday support to children in need throughout the region. Informational item only; no Council action is requested.

The Centre County Metropolitan Planning Organization (CCMPO) will be conducting a Borough Sidewalk Inventory throughout Bellefonte this spring. The inventory will document existing sidewalk conditions and help identify areas for future maintenance and accessibility improvements. Informational item only; no Council action is requested.

The Pennsylvania State Association of Boroughs (PSAB) will host a webinar on Pedestrian Safety and Crosswalk Studies at 12:00 PM on Wednesday, March 25, 2026. Anyone interested in attending should contact Alyssa Doherty to register for the webinar. Informational item only; no Council action is requested.

VII. CONSENT AGENDA (will be acted upon by a single motion unless otherwise noted)

All items listed on the Consent Agenda are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council request specific items to be removed for separate action.

Consent Agenda includes the following items:

1. Finance	Budget v. Actual February 2026
2. Finance	Budget v. Actual Summary February 2026
3. Finance	Campbell Durrant Legal Invoice February 2026

4. <i>General</i>	DRAFT Council Meeting Minutes March 2, 2026
5. <i>Finance</i>	Lamb McErlane PC Legal Invoice February 2026
6. <i>Finance</i>	Stover McGlaughlin Legal Invoice February 2026
7. <i>Finance</i>	Treasurer Report February 2026
8. <i>Finance</i>	Voucher Summary February 2026

Dann motioned and Brachbill seconded to approve the Consent Agenda.

Brachbill requested to pull item 4, Draft Council Meeting Minutes March 2, 2026 for a small revision.

Tosti-Vasey motioned to pull item 5, Lamb McErlane PC Legal Invoice February 2026. It was agreed to fix her requested edit administratively with no council approval needed.

Voice vote to approve items 1, 2, 3, 6, 7, 8. Motion to approve listed items carried unanimously.

Brachbill requested to amend the Draft Council Meeting Minutes from March 2, 2026 page 5 paragraph 3 to reflect that Mr. Johnson and Ms. Dann offered to help cover the fee should the waiver request not pass. The request did pass, but Mr. Brachbill asked that the minutes be edited to clarify that correct members who offered to help cover the fee. Tosti-Vasey motioned to amend. Brachbill seconded. Voice vote. Motion to amend passed unanimously.

VIII. REPORTS

Mayor Johnson

- Proclamation: Pennsylvania 4-H Week March 15-21, 2026

Police (Chief Witmer)

- February 2026 report

Parking

- February 2026 report

Office of Community Affairs (OCA)/Historical and Architectural Review Board (HARB)

(Ms. Thompson)

1. Recommended for approval:

- OCA Memo: No OCA Report for this meeting as Gina Thompson was on vacation.
- Call Motion/Second to conditionally approve the Preliminary/Final Land Development Plan for Stage at Talleyrand, subject to removal of the following county comments: cross easement and PennDOT Highway Occupancy Permit (HOP), with the additional condition that a restroom solution be provided prior to issuance of a certificate of occupancy.

Tosti-Vasey motioned, and Wilson seconded to conditionally approve the Preliminary/Final Land Development Plan for Stage at Talleyrand, subject to removal of the following county comments: cross easement and PennDOT Highway Occupancy Permit (HOP), with the additional condition that a restroom solution be provided prior to issuance of a certificate of occupancy. Discussion included a lengthy discussion regarding

restroom facilities and the Highway Occupancy Permit. No further discussion. Voice vote. Motion to conditionally approve passed with 8 yes votes and 1 no vote.

2. Administrative Approvals:

- NONE

3. Zoning:

- NONE

4. Items of interest:

- The next scheduled HARB meeting is Tuesday, March 24th at 8:30am.
- The next Planning Commission meeting is Monday, April 13th at 5:00pm.

Interim Borough Manager (Mr. Pribulka)

- February 2026 report
- Mr. Pribulka commented that the underground work for the traffic signal at Parkview and Zion will start this week.

IX. COMMITTEE REPORTS

- **Environmental & Parks Committee/ Ordinance ad hoc Committee (Tosti-Vasey)**
 - February 2026 Report
- **Finance & Administration Committee (Eaton)**
 - Report submitted
- **Ordinance ad hoc Committee (Tosti-Vasey)**
 - January, February, March 2026 Report
- **Streets, Infrastructure & Public Works Committee (Brachbill)**
 - February 2026 Report

X. LIASON REPORTS

- Reports submitted

XI/XII. (agenda listed this item as XII) CURRENT and OLD BUSINESS

- Resolutions 2026 Paving Bid Opening – Bids for the Borough’s 2026 paving project will be opened and publicly acknowledged. Call for a motion/2nd to authorize Borough staff to review the submitted bids in detail for completeness, compliance with bid specifications, and contractor qualifications. Staff will evaluate the proposals and proceed with approving and selecting the lowest responsible and responsive bidder in accordance with the Borough

Code and project requirements. Staff will coordinate contract execution and scheduling following bid review.

Eaton motioned and Dann seconded to authorize Borough staff to review the submitted bids in detail for completeness, compliance with bid specifications, and contractor qualifications. Voice vote. Motion to review the submitted bids passed unanimously.

2 bids were submitted:

1. HRI INC - \$174,975.40
2. Big Rock Paving - \$180,631.00

Solicitation Ordinance Amendment. Motion/2nd to authorize staff to prepare an amendment to the Borough’s Solicitation Ordinance based on the comments and direction provided during the Work Session. Staff will draft the proposed revision for Council’s review and consideration at a future meeting.

Tosti-Vasey motioned and Brachbill seconded to authorize staff to prepare an amendment to the Borough’s Solicitation Ordinance based on the comments and direction provided during the Work Session. Staff will draft the proposed revision for Council’s review and consideration at a future meeting. Discussion included clarification of the motion. Voice vote. Motion carried unanimously.

Resolutions to Pennsylvania State Association of Boroughs (PSAB). Motion/2nd to submit Resolution No. 2026-01 and Resolution No. 2026-02 to the PSAB Resolutions Committee.

Tosti-Vasey motioned and Dann seconded to submit Resolution No. 2026-01 and Resolution No. 2026-02 to the PSAB Resolutions Committee. Discussion included comments regarding the Resolutions. Roll call vote. Motion carried with 7 yes and 2 no votes.

Mr. Randy Brachbill	yes	Mr. Zach Kelly	yes
Ms. Deb Cleeton	yes	Ms. Shawna McKean	no
Ms. Barbara Dann	yes	Ms. Joanne Tosti-Vasey	yes
Mr. Jon Eaton	no	Ms. Claudia Wilson	yes
Mr. Doug Johnson	yes		

XII/XIII. NEW BUSINESS

Centre Spring Creek Watershed Commission update - Kevin Abbey will provide an update on matters related to the Spring Creek Watershed Commission. Council may take action based on the presentation.

- o Discussion regarding the letter that will be sent to the governor regarding the Rockview property.

Dann motioned and Wilson seconded to approve the submission of the letter regarding the Rockview property. Roll call vote. Motion carried unanimously.

Mr. Randy Brachbill	yes	Mr. Zach Kelly	yes
Ms. Deb Cleeton	yes	Ms. Shawna McKean	yes
Ms. Barbara Dann	yes	Ms. Joanne Tosti-Vasey	yes
Mr. Jon Eaton	yes	Ms. Claudia Wilson	yes
Mr. Doug Johnson	yes		

Appointment of a voting delegate and alternate to represent the Borough at the Pennsylvania State Association of Boroughs (PSAB) Annual Conference. The appointed voting delegate will participate in the election of officers and voting on proposed resolutions and policies during the conference. Currently Deborah Cleeton, Barbara Dann, Joanne Tosti-Vasey and Claudia Wilson are registered to attend the conference. Council action is requested.

McKean motioned and Wilson seconded to approve Joanne Tosti-Vasey as voting delegate and Barb Dann as alternate. No discussion. Voice vote. Motion carried unanimously.

Approval of Resolution No. 2026-03 Adopting the Police Department’s updated Policies. Call for a motion/2nd to approve Resolution No. 2026-03 Adopting the Police Department’s updated Policy for Body worn Cameras.

Eaton motioned and Dann seconded to approve Resolution No. 2026-03 Adopting the Police Department’s updated Policy for Body worn Cameras. No discussion. Voice vote. Motion carried unanimously.

Ordinance amendment to Chapter 88, Article I, Borough Manager. Call for a motion/2nd to advertisement of a public hearing and to consider enactment of the amended ordinance on April 6, 2026.

Tosti-Vasey motioned and Dann seconded to advertisement of a public hearing and to consider enactment of the amended ordinance on April 6, 2026. No discussion. Voice vote. Motion carried unanimously.

XIV/XV. PUBLIC COMMENT REGARDING ISSUES NOT ON THE AGENDA

This Public Comment period is for oral comments regarding items not listed on this meeting agenda. Speakers shall identify themselves by name, street, municipality, if outside of the Borough of Bellefonte. Comments are limited to three (3) minutes maximum.

Jacob Michael, a borough resident and a CDT representative, spoke regarding the Talleyrand stage and the Bellefonte Waterfront Project.

- Mr. Michael reported that Mr. Songer shared with him that he expects funding to be secured and bids to go out within the next 30-45 days, and the first phase of construction to begin by July/August 2026 and completion of the first phase in about 14 months.

XV/XVI. COUNCIL MEMBER COMMENTS/FOR THE GOOD OF THE ORDER

Please try to limit all comments/rebuttals to three minutes maximum.

Ms. McKean reminds residents to keep their dogs leashed when they are out walking.

Ms. Dann commented regarding the occupancy limit of Council Chambers, which is reported to be 227. She also raised a concern about transparency and Accountability in the Borough Authority. She asked if Authority meetings were ever covered by C-NET. She suggested that the Authority consider CNET service.

Mr. Pribulka reviewed the Draft Community Development Block Grant application preparation schedule for 2026.

- The proposed public hearing posting and publication date is April 22, 2026.
- The first public hearing is tentatively scheduled for May 18, 2026 in Council Chambers.
- The project selection will be on July 6th at the Borough Council meeting.
- The Centre County Project Selection will be on July 21 at the Willowbank Building at 10am.
- The final public hearing publication date for the Borough will be August 12.
- The final public hearing of the county will be August 27.
- The culmination of this years long process will end on September 15th with the approval of the resolution by Borough Council and the application submission on October 30th of 2026.
- The estimated allocation to Bellefonte Borough from 2025 estimate is \$115,442.\

Mr. Kelly announced that there will be a protest at the Centre County Courthouse.

Ms. Tosti-Vasey commented about a CCMPO training. She has a QR code if anyone is interested in the training on March 30.

Mayor Johnson also commented that dogs need to be leashed in the Borough and he reminded residents as the weather gets nicer to keep our borough safe and clean.

Mr. Johnson commented regarding the Authority's deficit. He commented that the Authority experienced hugely increased electricity funds and also with Rockview closing the Authority had a serious reduction in service/income. He reminded Council and residents that Authority meetings are open to the public.

XVI/XVII. ADJOURNMENT

The meeting adjourned at :-:--PM.



HISTORIC
Bellefonte™
Est. 1795

Buddy Johnson, Mayor
Commitment to Community

PROCLAMATION

WHEREAS, the month of April 2026 recognized as “Pennsylvania 811 Safe Digging Month”, and the initiative sponsored by Pennsylvania 811, a utility notification information center with 54 years of continuous service to the Commonwealth of Pennsylvania, and

WHEREAS, Pennsylvania 811 received a million excavation notifications in 2025, over 30,000 construction projects in Coordinate PA, and transmitted approximately 6 million notifications to their member facility owners and operators allowing essential utility and construction crews to provide vital underground services and repair of critical infrastructure to communities throughout Pennsylvania, and

WHEREAS, when contacting 811, at least three business days before digging, a homeowner or a contractor is connected to a unique service that notifies the appropriate underground utility operators in the municipality in which the work will be performed, and

WHEREAS, by notifying 811 of their intent to dig, the homeowner or contractor is knowingly helping to protect the underground utilities, themselves, the work crew, and their neighbors from any unsafe digging practices within their community, and

WHEREAS, upon receiving the notification from Pennsylvania 811, the facility owners and operators disperse to the said work site to mark the approximate location of their underground utility lines with flags, paint, or both, to establish an eighteen-inch tolerance zone of the outside wall or edge of their line or facility, and

NOW, THEREFORE, BE IT RESOLVED that I, Gene "Buddy" Johnson, Mayor of the Borough of Bellefonte, Pennsylvania,, in support of the Pennsylvania Underground Utility Line Protection Law, PA Act 287 of 1974, as amended, we do hereby proclaim April 2026 as “Pennsylvania 811 Safe Digging Month”, and encourage all Pennsylvanians to visit the Pennsylvania 811 website at www.paonecall.org for information about digging safely.

Gene “Buddy” Johnson, Mayor
Borough of Bellefonte

MEMORANDUM



TO: Bellefonte Borough Council
FROM: Gina Thompson: HARB, Zoning & Planning Administrator
SUBJECT: Office of Community Affairs Update
DATE: For Council Meeting March 2, 2026

PLANNING DEPARTMENT

Planning Commission

Recap: The board met on March 9th to review and conditionally approve the Preliminary/Final Land Development Plan for Stage at Talleyrand. The plan was conditionally approved by Borough Council at the March 16th meeting, with the conditions of removing the cross-easement and PennDOT Highway Occupancy Permit (HOP), and that a permanent restroom solution be provided prior to issuance of a certificate of occupancy. Staff is currently exploring permanent bathroom options for Talleyrand Park.

The Planning Commission will meet on Monday, April 13 at 5:00pm. On the agenda is to review the Final Land Development Plan for the Mount Nittany Health Medical Office Building. This project has been submitted to the Planning Office and is currently under review. Pending approval, this plan will be on the April 20th Council meeting for Council’s consideration and approval.

ZONING DEPARTMENT

Zoning permit activity is picking up. Since returning from vacation, I’ve been reviewing applications for new businesses and small residential projects. Short-term rental renewal permits were sent out in early March.

Business Development Series

Lorraine Mulfinger, DBI Board President, and I are developing a business development series sponsored by Springboard. The first workshop, in partnership with SBDC, is scheduled for April 21: *First Steps to Opening a Bellefonte Business*. The series will walk through the process of opening a brick-and-mortar business and include panel discussions with various experts. I’ll share more information with Council at the April 20 meeting.

Zoning Hearing Board

The Zoning Hearing Board will meet on Tuesday, April 14, 2026 to hear a variance request for relief from the sign ordinance for an electronic messaging center at Reliance Bank, 801 East Bishop Street. The legal notice is included for your review. Please reach out if you’d like additional information.

HARB HISTORIC PRESERVATION DEPARTMENT

HARB did not meet on April 24, 2026.

HARB will meet on Tuesday, April 14th to review projects that have been submitted.

LEGAL NOTICE

The Bellefonte Borough Zoning Hearing Board will hold a public hearing on **Tuesday, April 14, 2026, at 5:00 p.m.** in the Large Meeting Room, 301 N. Spring Street, Bellefonte. All interested persons are invited to attend. The following item will be considered:

Variance from the provisions of the Zoning Ordinance, § 575-123(F) Signs prohibited in all districts, to allow Reliance Bank to install an electronic message center (EMC) sign at their new location at 801 East Bishop Street (parcel 32-204-,042C,0000-) located in the Bellefonte Borough Highway Commercial District (HC).

More information may be obtained at the Borough office. If you are a person with a disability and wish to attend this hearing and require an auxiliary aid, service, or other accommodation to participate in the proceedings, please call 355-1501 to discuss how your needs may be best accommodated.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOROUGH OF BELLEFONTE, CENTRE COUNTY, PENNSYLVANIA AMENDING THE CODIFIED BOOK OF ORDINANCES, CHAPTER 88: OFFICERS AND EMPLOYEES; ARTICLE I, MANAGER.

Be it enacted and ordained by the Council of the Borough of Bellefonte, and it is hereby enacted and ordained by the authority of the same.

SPECIFIC PROVISIONS

Amend Article I, Manager; Sections 1-8, to add and amend:

§ 88-1. Creation of office.

The office of Borough Manager is hereby created by the Borough.

§ 88-2. Appointment and removal.

The Manager shall be appointed by a majority of all the members of Council and they shall serve at the pleasure of Council and they may be removed at any time by a majority vote of all its members. At least 30 days before such removal becomes effective, Council shall furnish the Manager with a written statement setting forth its intention to remove him and the reasons therefor.

§ 88-3. Qualifications.

The Manager shall be chosen solely on the basis of their executive and administrative abilities, with special reference to their actual experience in, or their knowledge of, accepted practices with respect to the duties of their office as herein outlined. The Manager need not be a resident of the Borough or of the state at the time of their appointment, but as soon as possible thereafter they shall obtain residency, and during their tenure shall reside, within a 15-mile radius of the Borough office.

§ 88-4. Bond.

No bond is required for the Borough Manager position.

§ 88-5. Compensation.

The salary of the Manager shall be fixed by Council as now provided by law.

§ 88-6. Powers and duties.

- A. The Manager shall be the chief administrative officer of the Borough, and they shall be responsible to Council as a whole for the proper and efficient administration of the affairs of the Borough. Their powers and duties shall relate to the general management of all Borough business not expressly by statute imposed or conferred upon other Borough officers.
- B. Subject to recall by ordinance of Council, the powers and duties of the Manager shall include the following:
 - (1) They will initiate the budget development for the next fiscal year at the close of the 3rd quarter of the current fiscal year. In preparing the budget, the Manager or an officer designated by them shall obtain from the head of each department, agency, board or officer estimates of revenues and expenditures and other

supporting data as they request. The Manager shall review such estimates and may revise them before submitting the budget to Council. They shall prepare and submit to Council the final budget package, including an explanatory budget message at the second meeting in the eleventh month of the current fiscal year to allow for Council consideration, public notice, and public comment before the final Council meeting of the fiscal year.

- (2) They shall be responsible for the administration of the budget after its adoption by Council.
- (3) They shall hold such other municipal offices or head one or more of the municipal departments as Council may from time to time direct.
- (4) They shall attend all meetings of Council and its committees with the right to take part in the discussion, and they shall receive notice of all special meetings of Council or its committees.
- (5) They shall prepare the agenda for each meeting of Council and supply facts pertinent thereto.
- (6) They shall keep Council informed as to the conduct of Borough affairs, submit periodic reports on the condition of Borough finances and such other reports as Council requests, and make such recommendations to Council as Council deems necessary.
- (7) They shall submit to Council, as soon as possible after the close of the fiscal year, a complete report on the financial and administrative activities of the Borough for the preceding year.
- (8) They shall see that the provisions of all franchises, leases, permits, and privileges granted by the Borough are observed.
- (9) They may employ, by and with the approval of Council, experts, and consultants to perform work and to advise in connection with any of the functions of the Borough.
- (10) They shall attend to the letting of contracts in due form of law, and they shall supervise the performance and faithful execution of the same except insofar as such duties are expressly imposed upon some other Borough officer by statute.
- (11) They shall see that all money owed the Borough is promptly paid and that proper proceedings are taken for the security and collection of all the Borough's claims.
- (12) They shall be the Purchasing Officer of the Borough, and they shall purchase, in accordance with the provisions of the Borough Code and this Code, all supplies and equipment for the various agencies, boards, departments and other offices of the Borough. They shall keep an account of all purchases and shall, from time to time or when directed by Council, make a full written report thereof. They shall also issue rules and regulations, subject to the approval of Council, governing the requisition and purchasing of all municipal supplies and equipment.
- (13) All complaints from the public regarding services or personnel of the Borough shall be referred to the office of the Manager. The Manager and the Personnel Committee of Council shall investigate and dispose of such complaints, and the Manager shall report thereon to Council.

§ 88-7. Delegation of Mayor's powers and duties to Manager.

The Mayor is hereby authorized to delegate to the Manager, subject to recall by written notification at any time, any of the Mayor's nonlegislative and nonjudicial powers and duties.

§ 88-8. Disability or absence of Manager.

If the Manager becomes ill or needs to be absent from the Borough, they shall designate one qualified member of their staff who shall perform the duties of the Manager during their absence or disability. The person so designated shall not perform these duties for a period longer than two weeks without the approval of Council.

ENACTED AND ORDAINED into an Ordinance this ____ day of _____ 2026, by the Council of the Borough of Bellefonte in lawful session assembled.

ATTEST:

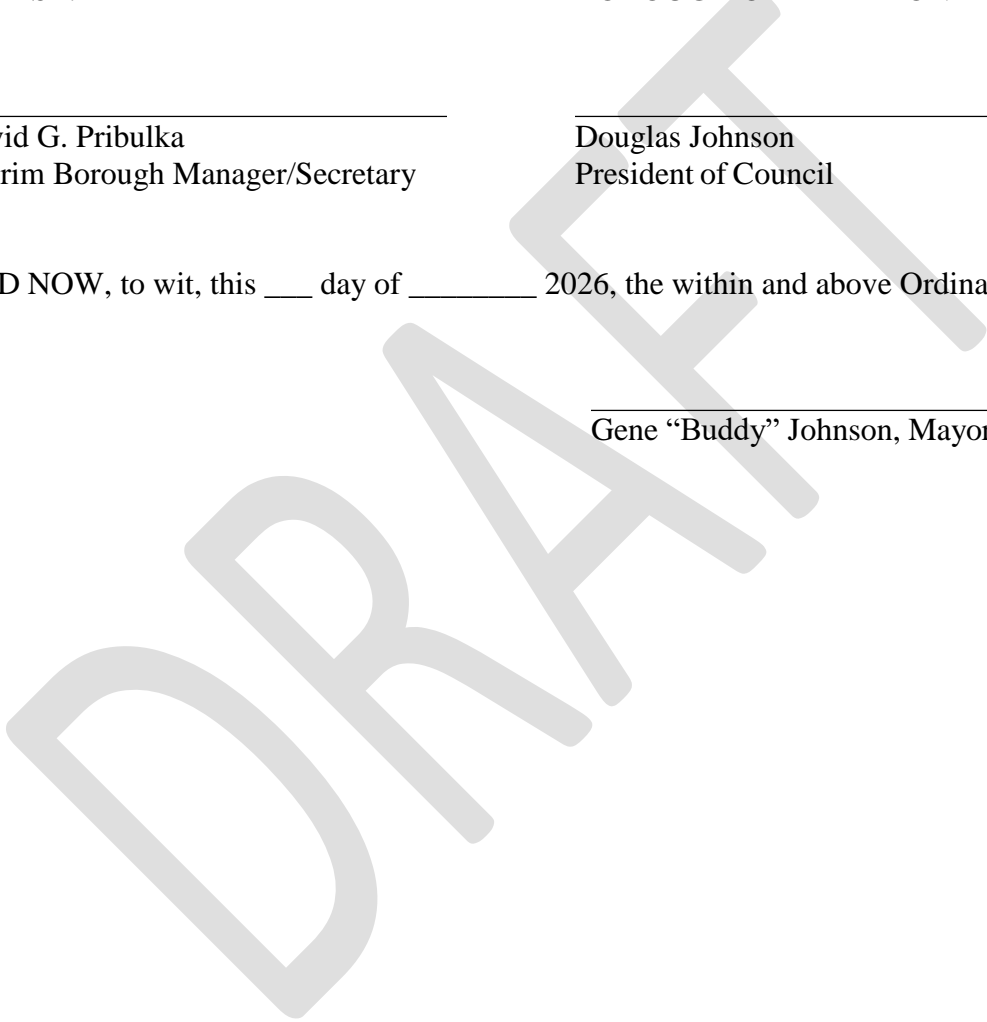
BOROUGH OF BELLEFONTE:

David G. Pribulka
Interim Borough Manager/Secretary

Douglas Johnson
President of Council

AND NOW, to wit, this ____ day of _____ 2026, the within and above Ordinance is approved.

Gene "Buddy" Johnson, Mayor



§ 88-1. Creation of office.

The office of Borough Manager is hereby created by the Borough.

§ 88-2. Appointment and removal. [Amended 12-24-1963 by Ord. No. 465]

The Manager shall be appointed by a majority of all the members of Council and they shall serve at the pleasure of Council and they may be removed at any time by a majority vote of all its members. At least 30 days before such removal becomes effective, Council shall furnish the Manager with a written statement setting forth its intention to remove him and the reasons therefor.

§ 88-3. Qualifications.

The Manager shall be chosen solely on the basis of **their** executive and administrative abilities, with special reference to their actual experience in, or their knowledge of, accepted practices with respect to the duties of their office as herein outlined. The Manager need not be a resident of the Borough or of the state at the time of their appointment, but as soon as possible thereafter they shall obtain residency, and during their tenure **shall reside, within a 15-mile radius of the Borough office.**

§ 88-4. Bond. [Amended xx-xx-xxxx by Ord. No. xxx]

No bond is required for the Borough Manager position. ~~Before entering upon their duties, the Manager shall give a bond to the Borough with a bonding company as surety, to be approved by Council, in the sum of \$X,000, conditioned on the faithful performance of their duties. The premium shall be paid by the Borough.~~

§ 88-5. Compensation. [Amended 6-19-1967 by Ord. No. 574]

The salary of the Manager shall be fixed by Council as now provided by law.

§ 88-6. Powers and duties. [Amended xx-xx-xxxx by Ord. No. xxx]

- A. The Manager shall be the chief administrative officer of the Borough, and they shall be responsible to Council as a whole for the proper and efficient administration of the affairs of the Borough. **Their** powers and duties shall relate to the general management of all Borough business not expressly by statute imposed or conferred upon other Borough officers.
- B. Subject to recall by ordinance of Council, the powers and duties of the Manager shall include the following:
 - (1) **They will initiate the budget development for the next fiscal year at the close of the 3rd quarter of the current fiscal year.** In preparing the budget, the Manager or an officer designated by them shall obtain from the head of each department, agency, board or officer estimates of revenues and expenditures and other supporting data as they request. The Manager shall review such estimates and may revise them before submitting the budget to Council. **They shall prepare and submit to Council the final budget package, including an explanatory budget message at the second meeting in the**

- eleventh month of the current fiscal year to allow for Council consideration, public notice, and public comment before the final Council meeting of the fiscal year.
- (2) **They** shall be responsible for the administration of the budget after its adoption by Council.
 - (3) **They** shall hold such other municipal offices or head one or more of the municipal departments as Council may from time to time direct.
 - (4) **They** shall attend all meetings of Council and its committees with the right to take part in the discussion, and they shall receive notice of all special meetings of Council or its committees.
 - (5) **They** shall prepare the agenda for each meeting of Council and supply facts pertinent thereto.
 - (6) **They** shall keep Council informed as to the conduct of Borough affairs, submit periodic reports on the condition of Borough finances and such other reports as Council requests, and make such recommendations to Council as Council deems necessary.
 - (7) **They** shall submit to Council, as soon as possible after the close of the fiscal year, a complete report on the financial and administrative activities of the Borough for the preceding year.
 - (8) **They** shall see that the provisions of all franchises, leases, permits, and privileges granted by the Borough are observed.
 - (9) **They** may employ, by and with the approval of Council, experts, and consultants to perform work and to advise in connection with any of the functions of the Borough.
 - (10) **They** shall attend to the letting of contracts in due form of law, and they shall supervise the performance and faithful execution of the same except insofar as such duties are expressly imposed upon some other Borough officer by statute.
 - (11) **They** shall see that all money owed the Borough is promptly paid and that proper proceedings are taken for the security and collection of all the Borough's claims.
 - (12) **They** shall be the Purchasing Officer of the Borough, and they shall purchase, in accordance with the provisions of the Borough Code and this Code, all supplies and equipment for the various agencies, boards, departments and other offices of the Borough. They shall keep an account of all purchases and shall, from time to time or when directed by Council, make a full written report thereof. They shall also issue rules and regulations, subject to the approval of Council, governing the requisition and purchasing of all municipal supplies and equipment.
 - (13) All complaints from the public regarding services or personnel of the Borough shall be referred to the office of the Manager. **The Manager** and the Personnel Committee of Council shall investigate and dispose of such complaints, and the Manager shall report thereon to Council.

§ 88-7. Delegation of Mayor's powers and duties to Manager.

The Mayor is hereby authorized to delegate to the Manager, subject to recall by written notification at any time, any of **the Mayor's** nonlegislative and nonjudicial powers and duties.

§ 88-8. Disability or absence of Manager.

If the Manager becomes ill or needs to be absent from the Borough, they shall designate one qualified member of their staff who shall perform the duties of the Manager during their absence or disability. The person so designated shall not perform these duties for a period longer than two weeks without the approval of Council.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOROUGH OF BELLEFONTE, CENTRE COUNTY, PENNSYLVANIA REPEALING AND REPLACING CHAPTER 180, AIR POLLUTION OF THE BELLEFONTE BOROUGH CODE OF ORDINANCES.

Be it enacted and ordained by the Council of the Borough of Bellefonte, and it is hereby enacted and ordained by the authority of the same.

SPECIFIC PROVISIONS

Repeal Chapter 180, Air Pollution and replace as follows:

§ 180-1. Purpose and Intent.

The Council of the Borough of Bellefonte finds that the uncontrolled emission of odors, dust particulates, smoke, open burning emissions, and air contaminants from certain industrial sources and incinerators may constitute nuisances; threaten the public health, safety, and welfare; and interfere with the reasonable use and enjoyment of property. It is the purpose and intent of this ordinance to mitigate such nuisances in order to protect the public health, safety, and welfare. It is not the intent of this ordinance to restrict or prohibit matters under the regulatory control of the Pennsylvania Air Pollution Control Act, nor to duplicate state and federal permitting requirements.

§ 180-2. Definitions.

As used in this chapter:

Air contaminant. Any particulate matter, dust, fumes, gas, mist, smoke, vapor, odor, or combination thereof emitted into the outdoor atmosphere.

Air pollution. The presence in the open air of one or more air contaminants or combinations thereof in such place, manner or concentration that they are or may tend to be inimical to the health, safety or welfare of the public or in excess of the limitations established in this chapter.

Dust particulates. Solid airborne particles capable of being dispersed by wind or mechanical activity, including but not limited to soil, sand, ash, and construction debris.

Incinerator. A combustion device specifically designed for the destruction, by burning, of solid, semisolid, liquid or gaseous combustible wastes.

Industrial source. Any facility engaged in manufacturing, processing, or large-scale commercial activity that emits air contaminants.

Nuisance air pollution. The emission of air contaminants in such quantity or duration that it:

- (1) Unreasonably interferes with the use and enjoyment of property;
- (2) Endangers public health or safety; and/or
- (3) Causes material damage to property.

Open burning. The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudgepots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

Recreational fire. An outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of three (3) feet or less in diameter and two feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

§ 180-3. General Prohibition.

No person shall cause, suffer, allow, or permit the emission of air contaminants in a manner that constitutes a nuisance air pollution condition within the Borough.

§ 180-4. Odors.

- A. No person shall emit odorous air contaminants in such quantity or duration that they are detectable beyond the property line and unreasonably interfere with neighboring properties.
- B. In determining whether an odor constitutes a nuisance, the Borough may consider the frequency; duration; intensity; time of day; and number of affected persons.
- C. Compliance with a permit issued by the Pennsylvania Department of Environmental Protection or the United States Environmental Protection Agency shall not be a defense to a nuisance determination under this section, provided the Borough does not regulate emission standards preempted by state law.

§ 180-5. Dust and Particulate Matter.

- A. No person shall allow dust or particulate matter from construction, demolition, excavation, industrial operations, or similar activities to migrate beyond the property boundary in a manner that creates a nuisance.
- B. It shall be required to employ reasonable control measures to mitigate the spreading of dust and particulate matter including, but not limited to water spraying; covering of trucks; soil stabilization; installation of dust barriers; and street sweeping access drives.
- C. The Borough may require the installation of best management practices to mitigate excessive dust emissions.

§ 180-6. Open Burning and Recreational Fires.

- A. Recreational fires shall be permitted Page 25 of 43 regulations promulgated by the Centre Region

Building Safety and Property Maintenance Code and subject to the following additional restrictions:

- (1) Fire size shall not exceed three (3) feet in diameter and two (2) feet in height.
 - (2) Only clean, dry, untreated wood or charcoal may be burned.
 - (3) Fires shall be contained in a fire ring, pit, or chiminea.
 - (4) Fires shall be constantly attended by a responsible adult.
 - (5) A means of extinguishment shall be immediately available.
- B. Recreational fires shall be immediately extinguished upon complaint of excessive smoke or odor verified by a Borough official.
- C. Except for recreational fires as defined in this ordinance, an open burning permit shall be required for the kindling and maintenance of an open fire.
- D. The Borough may prohibit all open burning during times of poor air quality declared by the Pennsylvania Department of Environmental Protection, drought conditions, and fire emergencies.

§ 180-7. Incinerators.

- A. No incinerator shall be installed or operated within the Borough without compliance with all applicable regulations and local, state, and federal permit requirements, where applicable.
- B. Incinerators shall not emit smoke, fly ash, or odors in a manner constituting a nuisance.
- C. The Borough reserves the right to inspect incinerators for compliance with nuisance standards.

§ 180-8. Industrial Sources.

- A. All industrial sources shall comply with all applicable regulations and local, state, and federal permit requirements, where applicable.
- B. In addition to state requirements, no industrial source shall emit air contaminants in such manner as to create a nuisance condition within the Borough.
- C. Nothing herein shall establish emission limits preempted by state or federal law.

§ 180-9. Enforcement and Penalties.

- A. Enforcement of the regulations established by this ordinance shall be the responsibility of the Code Enforcement Officer. Each day a violation continues shall constitute a separate offense. Upon determination of a violation, the Code Enforcement Officer may:
- (1) Issue a written notice of violation;
 - (2) Order cessation of the activity;
 - (3) Require abatement of the nuisance;
 - (4) Issue non-traffic citations; or
 - (5) Pursue equitable relief in court.

- B. Any person who violates this ordinance upon conviction before a Magisterial District

Judge, be required to pay a fine of not less than \$100 nor more than \$1,000 per violation. In default of payment, imprisonment may be imposed as provided by law.

§ 180-10. Emergency Abatement.

Where a condition presents an immediate threat to public health or safety, the Borough may take necessary action to abate the nuisance and recover costs from the responsible party.

§ 180-11. Severability.

If any provision of this ordinance is declared invalid, the remaining provisions shall remain in full force and effect.

§ 180-12. Repealer.

All ordinances or parts thereof inconsistent herewith are repealed to the extent of such inconsistency.

§ 180-13. Effective Date.

This ordinance shall take effect thirty (30) days after enactment.

ENACTED AND ORDAINED into an ordinance this ____ day of _____ 2026, by the Council of the Borough of Bellefonte in lawful session duly assembled.

ATTEST:

BOROUGH OF BELLEFONTE:

David Pribulka
Interim Borough Manager/Secretary

Doug Johnson
President of Council

AND NOW, to wit, this ____ day of _____ 2026, the within and above ordinance is approved.

Gene "Buddy" Johnson, Mayor

2026 Street Paving BID TAB

OPTION -- STREET NAME	Big Rock Paving	HRI, Inc.
Option 1 - North Potter Street	\$ 28,741.00	\$ 27,588.85
X Option 2 - East Lamb Street	\$ 27,165.00	\$ 26,382.75
X Option 3 - Locust Lane	\$ 18,080.00	\$ 14,708.60
Option 4 - Parkwood Drive	\$ 33,073.00	\$ 31,016.50
Option 5 -Hale Lane	\$ 12,094.00	\$ 10,392.20
Option 6 - Badger Lane	\$ 6,809.00	\$ 4,697.05
Option 7 - West Ardell Lane	\$ 10,012.00	\$ 8,294.40
X Option 8 - East Lamb St @ Wilson St Intersection	\$ 44,657.00	\$ 51,895.05
TOTAL	\$ 180,631.00	\$ 174,975.40

New Total: \$81989.00

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made the ___ day of October , 2024, by and between the **BOROUGH OF BELLEFONTE** (hereinafter called Borough), a body corporate and politic, established under the Pennsylvania Borough Code, 53 P.S. § 45101 et seq., having an address of 301 N. Spring Street, Suite 200, Bellefonte, Centre County, Pennsylvania, of the one part,

A N D

C&L LINGLE Real Estate, LLC (hereinafter called C&L LINGLE), a Pennsylvania Limited Liability corporation, having a registered address of 1275 Purdue Mountain Rd., Bellefonte, Centre County, Pennsylvania, of the other part.

Borough hereby leases to C&L LINGLE, and C&L LINGLE hereby leases from Borough, all that certain tract of land located on West High Street, in the Borough of Bellefonte, Centre County, Pennsylvania, more fully described in Exhibit A, attached hereto (collectively, the "Leased Premises"), to be used as an extension of the business known as My Café Buzz and for related business activities, for the term as long as C&L LINGLE Real Estate, LLC owns the My Café Buzz property, beginning the 1st day of May 2026 (the "Term"), for the minimum yearly rental of One and no/100 (\$1.00) Dollar, lawful money of the United States of America, payable annually in advance during the Term of this Lease, or any renewal, in the sum of One and no/100 (\$1.00) Dollar, on the 1st day of July each year, the first installment to be paid at the time of signing this Lease.

a. Taxes. C&L LINGLE further agrees to pay as rent in addition to the minimum rental all taxes assessed or imposed upon the Leased Premises during the Term of this Lease. This only applies if the Centre County Assessment Office determines that the parcel is no longer tax-exempt. The amount due hereunder on account of such taxes shall be apportioned for that part of the first and last calendar years covered by the Term. The same shall be paid by C&L LINGLE to Borough on or before the first day of July of each and every year or paid by C&L LINGLE directly to the applicable taxing authority and proof of payment promptly thereafter provided to the Borough.

b. Refuse, Electricity, and Other Utilities. C&L LINGLE further agrees to pay as additional rent, any and all charges for refuse removal, electricity, and any other utilities servicing the Leased Premises, immediately when the same become due.

2. Place of Payment. All rents shall be payable without prior notice or demand at the office of the Borough in Bellefonte, Pennsylvania, or at such other place as the Borough may from time to time designate by notice in writing.

3. Affirmative Covenants of C&L LINGLE. C&L LINGLE covenants and agrees that it will perform the following without demand:

a. Payment of Rent. Pay the rent and all other charges on the days and times and at the place that they are due and payable, without fail, and if Borough shall at any time or times accept the rent or rent charges after they shall have become due and payable.

b. Cleaning, Repairing, etc. Keep the Leased Premises clean and free from all ashes, dirt and other refuse matter; keep shrubbery maintained and grass cut and trimmed,

c. Requirements of Public Authorities. Comply with any requirements of any of the constituted public authorities, and with the terms of any state or federal statute or local ordinance or regulation applicable to the Leased Premises, C&L LINGLE or C&L LINGLE's use of the Leased Premises, and indemnify Borough from penalties, fines, costs or damages resulting from failure so to do.

d. Rules and Regulations. Comply with rules and regulations of the Borough that may be promulgated now or hereafter as provided in this Lease.

e. Surrender of Possession. Peaceably deliver up and surrender possession of the Leased Premises to the Borough at the expiration of this Lease,

f. Agency on Removal. C&L LINGLE agrees that if, with the permission in writing of Borough, C&L LINGLE shall vacate or decide at any time during the Term of this Lease, or any renewal, to vacate the Leased Premises, prior to the expiration of this Lease, or any renewal, C&L LINGLE will not cause or allow any other agent to represent C&L LINGLE in any subletting or reletting of the Leased Premises other than an agent approved by the Borough and that should C&L LINGLE do so or attempt to do so, the Borough may remove any signs that may be placed on or about the Leased Premises by such other agent without any liability to C&L LINGLE or to the agent, the C&L LINGLE assuming all responsibility for such action.

4. Negative Covenants of C&L LINGLE. C&L LINGLE covenants and agrees that it will do none of the following, or suffer any of the following to be done, without the consent in writing of Borough:

a. Assignment and Subletting. Assign, mortgage or pledge this Lease or underlet or sublease the Leased Premises, or any part of it, or permit any other person, firm or corporation to occupy the Leased Premises, or any part of it; nor shall any assignee or subtenant assign, mortgage or pledge this Lease or such sublease, without an additional written consent by the Borough.

b. C&L LINGLE's Insurance. C&L LINGLE agrees to keep in force throughout the Term of this Lease: (a) a Commercial General Liability insurance policy or policies to protect Borough against any liability to the public or to any invitee of C&L LINGLE incidental to the use of or resulting from any accident occurring in or upon the Leased Premises with a limit of not less than \$1,000,000.00 per occurrence

and not less than \$2,000,000.00 in the annual aggregate. C&L LINGLE agrees to provide Borough with a Certificate of Insurance showing insurance in accordance with these limits naming the Borough as Additional Insured.

c. Operations and Compliance with Law. C&L LINGLE agrees to utilize the land located on the Leased Premises in accordance with all applicable laws, rules, and regulations, and agrees not to discriminate against any person on the basis of race, religion, creed, national origin, sex, age, sexual orientation, handicap, disability, or any other characteristic or criteria now or hereafter determined to be illegal under any applicable law, rule or regulation.

d. Restrictions on Use of Premises. C&L LINGLE agrees that the land shall remain as Borough-owned green space, and shall not alter the topography, remove vegetation, install signage, utilities, fencing, temporary or permanent structures, or otherwise develop or modify the land in any manner without the Borough's prior written authorization. Consent, if granted, shall be at the Borough's sole discretion and subject to any conditions deemed appropriate.

5. Responsibility of C&L LINGLE. C&L LINGLE agrees to be responsible for and to relieve and hereby relieves the Borough from all liability by reason of any injury or damage to any person or property in the Leased Premises.

C&L LINGLE shall indemnify, defend and hold harmless Borough against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees and costs, resulting from, arising out of, or connected with this Lease, with the exception of any claims based upon the alleged negligence of the Borough.

6. Responsibility of Borough.

a. Representation of Condition of Premises. The Borough has let the Leased Premises in their present condition and without any representations on the part of the Borough, its officers, employees, servants and/or agents. It is understood and agreed that Borough is under no duty to make repairs or alterations at the time of letting or at any time thereafter, unless the need for repairs is caused by the negligence or fault of the Borough.

b. Zoning. It is understood and agreed that C &L LINGLE may use the Leased Premises for commercial uses permitted in the Waterfront Business District such as electric bike rentals, outdoor café space, permitted recreational facilities, etc.

7. Termination of Lease. Either party may terminate this lease without penalty during the term subject to a minimum of ninety (90) days' notice. Both parties shall notify the other of any intent to non-renew this lease no later than ninety (90) days prior to the renewal date. It is understood that there may be circumstances beyond its control that compel the Borough to terminate this lease with less than the required

notice period. These may include, but are not limited to work being done by the Pennsylvania Department of Transportation requiring occupancy of the lease premises. In such circumstances, Borough will provide as much notice to C&L LINGLE as possible.

8. Notice. All notices required to be given by Borough to C&L LINGLE shall be sufficiently given by leaving the same upon the Leased Premises, but notices given by C&L LINGLE to Borough must be given by certified mail, and as against Borough the only admissible evidence that notice has been given by C&L LINGLE shall be a registry return receipt signed by Borough or its agent.

9. Lease Contains All Agreements. It is expressly understood and agreed by and between the parties that this Lease and any riders or exhibits attached to it and forming a part of it set forth all the promises, agreements, conditions and understandings between Borough and C&L LINGLE relative to the Leased Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are set forth.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written, and intend to be legally bound.

Sealed and delivered in the presence of:

BOROUGH OF BELLEFONTE

Witness

By: _____

C&L LINGLE, Owner
C&L LINGLE Real Estate, LLC

Witness

By: _____

EXHIBIT A



OFFICE LEASE AGREEMENT

1-Parties

This Agreement made this 6th day of April 2026 by and between Bellefonte Borough (hereinafter called Lessor) of the one part, and The Revival Room LLC (hereinafter called Lessee) of the other part.

WITNESSETH

2-Premises, Term & Rent

Lessor does hereby demise and let unto Lessee office space located at 301 North Spring Street, Bellefonte, PA 16823 consisting of approximately 483 square feet, to be used and occupied as an and for no other purpose, for the term of two years (24) months, commencing on the 1st day of May, 2026 and ending on the 30th day of April, 2028, at midnight, for the annual rental of Six Thousand Seven Hundred Sixty-Two dollars and no cents (\$6,762.00) payable in advance in equal installments of Five Hundred Sixty-Three dollars and Fifty cents (\$563.50) each on the 1st day of each and every month during said term of this lease, at the office of Lessor or Lessor's agent, or at such other place or places as Lessor may from time to time after the date hereof designate, during business hours.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between Lessor and Lessee that the Premises are demised under and subject to the following covenants and agreements, all of which are to inure to the benefit of Lessor and Lessee and be regarded as strict legal conditions.

3-Possession

Possession is to occur on or before May 1st, 2026. If Lessor is unable to give Lessee possession of the demised Premises on or before May 1st, 2026 by reason of the Premises not being ready for occupancy, or by reason of the holding over of a previous occupant, or by reason of any cause, Lessee shall have the option of canceling this lease with no further obligation to Lessor. If mutually agreed upon in writing, the parties may change the date of possession.

4-Additional Rent Damages by Default

Lessee agrees to pay to Lessor as rent in addition to the fixed rental herein reserved any and all sums which may become due by reason of the failure of Lessee to comply with all covenants of this lease and any and all damages, costs and expenses which Lessor may suffer or incur by reason of any default of Lessee or failure on its part to comply with the covenants of this lease, and each of them, and also the cost of repairing any and all damages to the demised Premises caused by the willful or negligent acts of the Lessee.

5-Repairs and Maintenance

(a) Lessor represents and warrants for the duration of the lease term that the Premises will be in good working order and repair and that it will maintain all equipment in good operating condition. Lessee accepts the property in an "AS IS" condition upon assuming possession of the Premises. Lessor will correct all construction defects, whether structural or not. In addition, Lessor will make all necessary structural repairs throughout the term of this lease. The structural items for which Lessor shall be responsible including but not limited to the roof, exterior walls and doors, the bearing walls the support beams, the columns, the concrete floor slabs, exterior walkways and parking lots and the plumbing system, except those damages that are caused by the Lessee's willful or negligent acts. Lessee agrees to give prompt notice to Lessor of any defects or other hazardous conditions required to be repaired or remedied by Lessor. If the repairs required to be made by Lessor or Lessee are not completed within a reasonable time after request for such repair by the other party, Lessor or Lessee as the case may be, shall have the option to make such repairs after first giving the other party ten (10) calendar days notice of its intention to do so, and any amounts expended by virtue thereof shall be added to or subtracted from the next month's rent in the full amount of the expenditures.

(b) Lessor, during the term of this lease shall maintain and repair when needed all of the mechanical equipment (HVAC system), including but not limited to heating and air-conditioning units, plumbing system, water back flow equipment, and electrical system, and shall provide for regular routine maintenance, changing of filters and lubricating of the HVAC system as recommended by the manufacturer or service provider, but not less than quarterly.

(c) Lessor shall keep the Premises free and clear of rodents, bugs, and vermin.

(d) Lessee shall keep the Premises and adjacent common areas orderly, neat, clean, and free from rubbish and trash at all times and permit no refuse to accumulate around the exterior of Premises. Trash shall be stored in a sanitary and inoffensive manner inside the Premises or in screened areas approved by Lessor.

(e) Lessee further agrees to pay to Lessor as additional rent, all sums due for repairs made to the demised Premises, replacing of glass windows, doors, partitions, electric wiring and electric lamps, etc., the keeping of waste and drainpipes open and repairs and replacements to wash basins and plumbing, heating and air-conditioning apparatus, which are necessitated by or caused by the willful or negligent acts of Lessee.

6-Affirmative Covenants of Lessee

(a) **Payment of Rent.** Lessee shall without any previous demand therefore pay the said fixed and additional rental at the times and at the place at which the same is hereby made payable. If Lessor at any time accepts payment of said rental after the same shall have become due and payable, such acceptance will not excuse delay in payment on subsequent occasions or constitute or be construed as a waiver of any of Lessor's rights.

(b) **Condition of Premises.** Lessee will keep the demised Premises in the same good order in which they are at possession, reasonable wear and tear, and damage by accidental fire or other casualty not occurring through the negligence of Lessee alone excepted.

(c) **Requirements of Public Authorities.** Except as provided hereinafter, Lessee will at its own cost and expense comply with any requirements of a constituted public authority, any federal, state, or local ordinance or regulation applicable specifically to the Lessee's activities within the demised Premises. This shall not include any requirements that are based upon the physical attributes of the demised Premises, which shall be the responsibility of the Lessor.

(d) **Fire.** Lessee will use every reasonable precaution against fire.

(e) **Notice of Fire, etc.** Lessee will give to Lessor prompt notice of any defect, accident, fire, or damage occurring on or to the demised Premises.

(f) **Surrender of Possession.** Lessee will peacefully deliver up and surrender possession of the demised Premises to Lessor at or prior to the expiration or earlier termination of this lease or any renewal thereof in the same good order and condition, ordinary wear and tear excepted, in which Lessee has herein agreed to keep the same during the continuance of this lease. Lessee will at or prior to the expiration or earlier termination of this lease or any renewal thereof remove all of his property from the demised Premises so that Lessor may again have and repossess the same not later than five (5) p.m. on the day on which this lease or the renewal thereof shall terminate and will immediately thereafter deliver to Lessor at the office of its agent all keys for the demised Premises.

(g) **No Smoking.** In addition to any laws governing smoking in public places, smoking is expressly prohibited from occurring within the Premises. The Lessee may post a "No Smoking" sign within the office space.

(h) **No Pets/Animals.** Except as required by law, no pets or animals are to be allowed within the Premises.

7-Negative Covenants of Lessee

(a) **Assignment and Subletting.** Except with Lessor's written consent, Lessee will not assign the lease or sublet all or part of the demised Premises. Such Lessor consent will not be unreasonably withheld; however, such assignment or subletting must be to a person or entity that will use the demised Premises for office use only. Any agreed to assignment or subletting will be on the same terms and conditions as contained in this lease, and any sub lessee will agree in writing to comply with the lease's duties, terms, conditions, payments, and remedies. If any consented to assignment of the demised Premises is in excess of six (6) months, and all of the duties, terms, conditions and payments of the agreement have been properly performed during the six (6) month period, then Lessee will be released from any further liability of the lease without any further writing or release required. The six (6) month period will begin with the effective date of the assignment.

(b) **Alterations, Additions.** Except as may be mutually agreed in writing between Lessor and Lessee, Lessee will not make any alterations, improvements, or additions to or about the demised Premises. If Lessee desires to have such alterations, improvements, or additions made, he shall submit a plan therefore to Lessor. All alterations, improvements, additions or fixtures, whether installed, made or placed before or after the execution of this lease, shall remain upon the demised Premises at the expiration or earlier termination of this lease and become the property of

Lessor. Any alterations or changes placed in the demised Premises at Lessee's request will remain the property of Lessee during the lease's term and any extension. The title to such alterations and changes will revert to Lessor upon the lease's expiration or termination.

(c) **Machinery.** Lessee will not use or operate in the demised Premises any machinery that is, in Lessor's reasonable opinion, harmful to the building or disturbing to tenants occupying other parts thereof.

(d) **Weights.** Lessee will not place any weights in any portion of the demised Premises which are, in Lessor's reasonable opinion, beyond the safe carrying capacity of the structure.

(e) **Signs/Advertisements.** Except as may be mutually agreed in writing between the Lessor and Lessee or as required by the Americans with Disabilities Act (ADA), Lessee will not erect or place any signs, advertising matter, lettering, stand, booth, show case or other matter of any kind in or upon the doorsteps, vestibules, outside walls, outside windows or pavements of the building. Size and type of sign shall be in conformance with the municipal zoning ordinances and any sign specifications Lessor files with the government. Except for ADA requirements, Lessee shall be responsible for securing the permits necessary for sign installation. Lessee shall submit drawings and sign specifications to Lessor for approval prior to the installation of any signs on the exterior of the building or property. Lessee's sign installer must obtain approval from Lessor for method of attaching sign.

(f) **Floors, Walls & Wiring.** Except as may be mutually agreed in writing between the Lessor and Lessee, Lessee will not lay any linoleum, oil cloth, rubber or other air-tight covering upon the floors of the demised Premises, or break said walls or partitions, or make any attachment to the electric wires other than that provided by Lessor. If Lessee desires to have telephone or other similar wires and instruments installed on the demised Premises, Lessee shall notify Lessor prior to installation.

8-Lessor's Rights

Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the Premises:

(a) **Inspection, Repairs.** Except in case of emergency, Lessor or his duly authorized agents shall make an appointment during normal business hours to enter and go upon the demised Premises for the purpose of:

- (1) inspecting the same and every part thereof;
 - (2) making repairs, alterations, or improvements thereto;
 - (3) making electrical wiring changes in electric service outlets in floor, ceiling and/or walls;
 - (4) making adjustments of any nature to the heating, ventilation and air-conditioning systems; and
 - (5) performing any covenants herein contained which Lessee has failed to perform.
- Lessor shall, to a reasonable extent, conduct such activities outside business hours and shall, in any case, conduct routine matters in such a manner as not to unreasonably interfere with Lessee's conduct of business.

(b) **Re-leasing.** In accordance with Section 13 of this lease, at any time after written notice is properly given by either party to the other of an intention to terminate this lease or after Lessee fails to renew or the Lessor gives written notice of its intention to change the terms and conditions of this lease and the Lessee has declined to continue the lease under such new terms and conditions, the Lessor may show the demised Premises to persons who may be interested in leasing the demised Premises, provided Lessor has made an appointment with Lessee to show the Premises. Lessor agrees that except for Lessee's active negligence, any personal injury or death occurring to either Lessor's representative or a prospective tenant will be solely at Lessor's risk during these showings.

(c) **Control of Building.** To control and have dominion over the halls, passages, entrances, elevators, toilets, stairways, balconies and roof of the building, the same being not for the use of the general public; and Lessor shall in all cases have the right to control and prevent access thereto of all persons whose presence, in the judgment of Lessor or his agents, shall be prejudicial to the safety, character, reputation and interest of the building and its tenants. Lessor shall not unreasonably deny Lessee access to or use of the Premises. Denial of the use or access to the Premises for longer than forty-eight (48) hours, except for reasons beyond Lessor's control, will be the basis of rent abatement based on a thirty (30) day month. Denial of access or use for longer than a week for any reason abates all rent from the date of denial and for longer periods such continuing inability to occupy or use the Premises will be a cause for the termination of the lease at Lessee's option. Rent shall be abated in any event for the duration of the denial of use period, if beyond forty-eight (48) consecutive hours.

(d) **Riot.** To prevent access to the building in the event of invasion, mob, riot, public excitement or other commotion by closing doors, or otherwise, for the safety of tenants and for the protection of property in the building.

(e) **Discontinuance of Service.** So long as Lessee performs the duties, terms, conditions and payments agreed to under the lease, Lessor warrants Lessee's continued and undisturbed enjoyment and use of the demised Premises. Part of this quiet enjoyment will include the uninterrupted use of any and all mechanical equipment listed in (5)(b), utilities and trash removal. Lessor, however, will not be responsible where an interruption or cessation of such services is due to or results from acts beyond the Lessor's control. If, however, the aforementioned services are substantially interrupted for seven (7) business days, Lessee will have the option to terminate the lease. Rent and all other payments owed Lessor will be paid to the date of such service termination.

8.1 Insurance.

(a) During the term of this lease or any extensions or renewals thereof, Lessor covenants that it will insure the improvements standing upon the Premises at possession, against loss or damage by fire and other perils covered under a special clause of loss form or on an all-risk basis with a responsible insurance company or companies and will maintain such insurance at all times during the term of this lease or any extensions or renewals hereof in an amount equal to not less than the full insurable value of said improvements on a replacement cost basis. The policy or policies thereof shall be taken out by Lessor and the premiums for such policy or policies shall be paid by the Lessor. Lessee shall be solely responsible for any premiums or any increase in Lessor's premium on account of changes of the Premises caused by Lessee.

(b) Lessee shall not do or suffer to be done any act, matter or thing, or employ any person as a result of which the fire insurance or any other insurance now in force or hereafter to be placed on the demised Premises, or any part thereof, or the building of which the demised Premises are a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease.

(c) At all times after possession by Lessee during the term hereof or any extension thereof, Lessor shall maintain and keep in force, for the benefit of the Lessor general public liability insurance against claims for personal injury, death or property damage occurring in or about the Premises or sidewalks or areas adjacent to the Premises to afford protection to the limit of not less than one million dollars (\$1,000,000.00) in respect to bodily injury or property damage and to the aggregate limit of not less than one million dollars (\$1,000,000.00) in respect to bodily injury or property damage.

9-Utilities & Other Services

Lessor shall provide and pay for utilities and services to include electricity, gas, water, and sewer, trash service and snow removal, and the Lessee shall be responsible for telephone and data services, including any wiring installation or upgrade necessary for telephone and data services.

10-Destruction of or Damage to Premises

If the demised Premises or access to the demised Premises are totally destroyed or rendered unfit for occupancy or are so damaged by fire or other casualty that the same cannot be repaired and restored in sixty (60) days from the date of such an event within the judgment of the local fire authorities, then rent will abate as of the date of such destruction, and the lease will terminate as of the date of such destruction. If the demised Premises can be restored to their former condition and use of the demised Premises regained within this sixty (60) day period, then the rental obligation shall abate as of the date of such destruction and will resume as of the date such use is regained.

11-Modification of Terms by Waiver or Custom

It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding the failure of Lessor at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same.

12-Default by Lessee and Remedies of Lessor

(a) If Lessee during this lease or any renewal thereof does not pay in full when due and payable any or all rental herein agreed to be paid by Lessee or if Lessee violates or fails to perform or otherwise defaults with respect to any material term, condition or covenant herein contained on its part to be performed or if Lessee vacates the demised Premises or locks the Premises so as to prevent entry by Lessor contrary to the terms of this lease, Lessor may exercise

the following remedies at Lessor's option:

(1) Upon written notice to Lessee, Lessor may forfeit and annul the remaining portion of this lease; provided however, that Lessee shall not be in default for nonpayment of rent until ten (10) days after receipt of written notice of such nonpayment from Lessor as provided herein.

(2) Lessor may reenter and take possession of the Premises twenty (20) days after providing written notice to Lessee under subsection (a)(1) and remove all persons and remove, secure and preserve the property therefrom, without being deemed guilty in any manner of trespass.

(3) In case of default by Lessee, Lessor shall with reasonable diligence try to lease the Premises or any part thereof for all or any part of the remainder of the term to a party satisfactory to Lessor and at such monthly rate as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet the Premises after reasonable efforts to do so, or should the monthly rental be less than the rental Lessee was obligated to pay under this lease or any renewal thereof, plus the expense of re-leasing, then Lessee shall pay the amount of such deficiency to Lessor.

13- Renewal or Termination

Lessee shall have an option to renew the Lease for an additional term of four (4) years, on the same terms and conditions as set forth in this Lease, by giving to the Lessor written notice thereof at least forty-five (45) days prior to the end of the current lease term; *provided however*, that the rental for the renewal period shall be increased by an amount equal to the increase, if any, in the Consumer Price Index (CPI-U for Phila. – Wilmington – Atlantic City – PA – DE – NJ – MD) for the four-year period August of the year before the start of the current term of the lease through August of the last year of the current term of the lease, as published by the United States Bureau of Labor and Statistics; *provided however*, such increase shall not exceed three percent (3%) for each year of said CPI calculation. It is hereby mutually agreed that should Lessee fail to exercise an option to renew, either party may terminate this lease at the end of the current term of the lease as set forth in Section 2 by giving the other party written notice thereof at least forty (40) days prior thereto, but in default of such written notice this lease shall continue under the same terms and conditions governing the same as are in force immediately prior to the expiration of the term thereof on a month-to-month basis and so on until terminated by either party hereto, by giving the other party thirty (30) days written notice of such termination; *provided however*, that if Lessor shall have given written notice three (3) months prior to the expiration of the current term of the lease of its intention to change the terms and conditions of the lease and Lessee shall hold over after the expiration of the time mentioned in such written notice, the lease shall continue under the terms and conditions set forth in such written notice. In the event that Lessee shall give written notice as stipulated in this lease of its intention to terminate the lease at the end of the current term of the lease and shall fail or refuse to vacate the Premises as of the date of such termination, it is agreed that Lessor shall have the option to disregard the written notice as having no effect, in which case upon Lessor's giving Lessee written notice thereof, all the terms and conditions of this lease shall continue in full force.

14- Condemnation

(a) In the event that the demised Premises or any part thereof are taken or condemned for public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the rental reserved hereunder shall abate proportionately to the area of the demised Premises so taken or condemned or shall cease if the entire demised Premises be so taken. Lessee hereby waives all claims relating to the real property or Lessor-owned improvements that are to be taken under or as a part of these proceedings. Lessee shall, however, have a claim to any portion of the condemnation award to which Lessee may be entitled in any of the following categories:

- (1) Compensation or inconvenience for the early cessation of its leasehold estate in the leased Premises.
- (2) Compensation for any alteration or improvement to which it has title, prior to the termination of the lease.
- (3) Compensation for moving expenses and any other costs to which it may be entitled for relocation expenses.
- (4) Compensation to which the Lessee would be entitled under such condemnation proceedings not otherwise covered herein.
- (5) Lessee shall be responsible for filing its own claims provided timely notice of the condemnation proceeding is given to Lessee.

15- Subordination

This lease shall be subject and subordinate at all times to the lien of any mortgages and/or rents and/or other encumbrances now or hereafter placed on the land and building of which the demised Premises are a part without the necessity of any further act or instrument on the part of Lessee to effectuate such subordination, but Lessee agrees to execute and deliver upon demand such further reasonable instrument or instruments evidencing such subordination of this lease to the lien of any such mortgage and/or rent and/or other encumbrance as shall be desired by the mortgage or proposed mortgagee or any other person. Lessor shall require any party or entity to which Lessee must subordinate to supply a written statement containing the following terms:

The party to whom the Lessee subordinates recognizes this lease and its validity, terms, conditions and duties of each party. Further, Lessee shall be entitled to the quiet enjoyment and use of the leased Premises until the expiration or termination of the lease so long as Lessee is in compliance with all of the lease's provisions.

16- Notice

All written notices required hereunder to be given by either party to the other must be given by: a nationally recognized delivery service or the United States Postal Service, with delivery tracking to the street address listed below; or by emailing the written notice to the party at the email address provided below; or at such other place or places or email addresses as a party may

from time to time after the date hereof designate, otherwise notice may be made by telephone, fax or other electronic means.

Lessor: Bellefonte Borough
301 N. Spring Street, Suite 200
Bellefonte, PA 16823
Contact: Alyssa Doherty
Phone: (814) 355-1501 ext. 217
Email: Adoherty@bellefontepa.gov

Lessee:
The Revival Room, LLC
Jaycie Jabco
Phone: (717)487-8857
Email: revivalroomllc@gmail.com

17- Title Not to Affect Construction

It is expressly agreed that the titles contained in this lease are merely for the parties and are not in any manner or respect to aid in or affect the interpretation of the respective provisions following such titles or of any parts of this lease. The said titles do not and are not intended to give notice of all the provisions in the sections following the respective titles.

18- Lease Contains All Agreements

It is expressly understood and agreed by and between the parties hereto that this lease sets forth all the promises, agreements, conditions and understandings between Lessor or its agent and Lessee relative to the demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

19- Heirs and Assignees – Rights and Duties

All rights, remedies, powers, responsibilities and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assignees of said parties, as well during any extensions of the original term of this lease as during the original term itself; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word “Lessee” shall be deemed and taken to mean each and every person or party mentioned as Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written, and expressly intend to be legally bound hereby.

SEALED AND DELIVERED IN THE PRESENCE OF:

For Lessor: Bellefonte Borough

By: _____
Doug Johnson, Council President

For Lessee: The Revival Room, LLC

By: _____
Jaycie Jabco