



Payment Requests To Date						
Contract Number	Application for Payment #	Current Payment Due	Contract Price To Date incld/CO	Total Work To Date	% Monetarily Complete	Balance of Contract Amount Including Retainage
2022-01	13	\$1,324,387.67	\$66,799,567.35	\$26,940,034.71	40.33%	\$42,553,536.12
2022-02	9	\$14,104.85	\$857,932.16	\$429,025.14	50.01%	\$471,809.53
2022-03	10	\$16,684.65	\$762,298.76	\$397,776.00	52.18%	\$404,300.36
2022-04	9	\$111,724.00	\$6,635,087.53	\$2,224,466.64	33.53%	\$4,633,067.55
		\$1,466,901.17	\$75,054,885.80	\$29,991,302.49	39.96%	\$45,063,583.31

- Application for Payment No. 13 has been received for Contract 2022-01 (General Construction) in the amount of \$1,324,387.67. RETTEW recommends payment of Application for Payment No. 13 in the amount of \$1,324,387.67.
- Application for Payment No. 09 has been received for Contract 2022-02 (Plumbing Construction) in the amount of \$14,104.85. RETTEW recommends payment of Application for Payment No. 09 in the amount of \$14,104.85.
- Application for Payment No. 10 has been received for Contract 2022-03 (HVAC Construction) in the amount of \$16,684.65. RETTEW recommends payment of Application for Payment No. 10 in the amount of \$16,684.65.
- Application for Payment No. 09 has been received for Contract 2022-04 (Electrical Construction) in the amount of \$111,724.00. RETTEW recommends payment of Application for Payment No. 09 in the amount of \$111,724.00.

Anaerobic Digestion Project Schedule

Milestone	Date
Notice to Proceed Issued	January 8, 2024
Completion of Dryer and Waste Handling Buildings	July 6, 2025
Contracted Substantial Construction	January 7, 2026

Solar Phase I Purchase

- Two minor items have arose during the closing for the Phase I Solar Array and we are working to resolve with PACE Energy, LLC and the Authority to complete the transaction.

College-Harris Pump Station

- In 2024, an evaluation of the College-Harris Pump Station was completed and found that the interior piping and valves have significant amounts of surface corrosion. Due to the condition of the pumps and piping, the report recommended cleaning, sandblasting, and evaluation of the structural integrity of the pump pedestals and valves to determine if they should be replaced. We are preparing bid specifications for this work to be completed this spring/summer. This evaluation will then be used to determine the scope of an overall rehabilitation of the pump station.



EXECUTIVE DIRECTOR'S REPORT

January 15, 2025

INFORMATION ITEMS

State College Borough Delinquency

The unpaid balance for the State College Borough is \$2,617,239.30. This amount includes penalties. The refusal to pay the full amount has caused another rate increase in 2025 for the other customers of UAJA to make up for the Borough delinquency.

ACTION ITEMS

2. Board Reorganization

3. Approval of the Minutes

4. Public Comment

4.1 Other items not on the agenda

5. Old Business

5.1 2025 Revenue Bonds Parameters Resolution

In November 2024 UAJA received proposals from underwriters for the 2025 Revenue Bonds. Raymond James has been selected as the underwriter. A parameters resolution is included in the agenda report which authorizes staff to take the actions required to complete the bond sale. Benjamin Ried, UAJA's bond counsel, will be available to answer any questions concerning the resolution.

Recommendation: Adopt the parameters resolution as submitted.

5.2 Open Records Policy Schedule of Fees

Each year UAJA needs to adopt a schedule of fees associated with our Open Records Policy. This fee schedule is shown below (the law does not allow for a retrieval fee):

1. Fees for the actual cost of mailing.
2. 25 cents per single-sided page for duplication.
3. Reasonable fees to cover other types of actual costs such as data conversion, electronic access, etc.

Recommendation: Adopt the fee schedule as presented.

6. New Business

6.1 College Township Water Authority Agreement Addendum, Centre Concrete

The Agreement between the College Township Water Authority (CTWA) and UAJA concerning the use of beneficial reuse water within the CTWA service area requires an addendum each time a new beneficial reuse customer is added. The addendum included in the agenda report authorizes UAJA to serve Centre Concrete. The addendum also describes in detail the requirements for billing. Centre

Concrete will be billed by CTWA. UAJA will be paid for any beneficial reuse water used by Centre Concrete in excess of 25,000 gallons per day (gpd) per quarter.

The use of beneficial reuse water by Centre Concrete is supported by the water conservation goals and objectives of the Centre Region Comprehensive Plan.

Recommendation: Adopt the addendum as presented.

6.2 Requisitions

BRIF #938	HRG Park Lane Sewer Permitting	\$1,280.00
BRIF #939	HRG Woodledge Sewer Permitting	\$1,040.00
BRIF #940	A & H Equipment Collections Camera Rental	\$5,250.00
BRIF #941	Maxwell Trucking Truck Body	\$45,677.85
BRIF #942	L/B Water Drain Station Parts (Plant)	\$2,770.00
BRIF #943	Spartan Composites Composite Mats	\$22,470.00
TOTAL BRIF-		\$78,487.85
Construction Fund #035	Rettew Ozone Disinfection Project	\$1,066.50
TOTAL 2021 CONSTRUCTION FUND-		\$1,066.50
Construction Fund #039	Hillis-Carnes Engineering Sludge Drying Project- Inspections	\$1,360.00
Construction Fund #040	Rettew Sludge Drying Project-Engineering	\$75,105.36
Construction Fund #041	Rettew Sludge Drying Project-Headworks Eng.	\$2,793.00
Construction Fund #042	Quandel Construction Group Pay App. #13- Sludge Drying Project-General	\$1,324,387.67

Construction Fund #043	Myco Mechanical Pay App. #9- Sludge Drying Project-Plumbing	\$14,104.85
Construction Fund #044	Myco Mechanical Pay App. #10- Sludge Drying Project-HVAC	\$16,684.65
Construction Fund #045	Hayden Power Group Pay App. #9- Sludge Drying Project-Electrical	\$111,724.00
TOTAL 2024 CONSTRUCTION FUND (Biosolids)-		\$1,546,159.53
Revenue Fund #214	Debt Service, Operation and Maintenance Expenses	\$1,000,000.00
TOTAL REVENUE FUND-		\$1,000,000.00

7. **Reports of Officers**

8. **Other Business**

9. **Adjournment**

UNIVERSITY AREA JOINT AUTHORITY

RESOLUTION 2025-01

AUTHORIZING THE ISSUANCE OF A SERIES OF SEWER REVENUE BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$49,500,000, FOR THE PURPOSE OF FINANCING THE DESIGN AND CONSTRUCTION OF BIOSOLID MANAGEMENT AND SOLAR FACILITIES, CAPITALIZED INTEREST, AND ALL COSTS AND EXPENSES OF ISSUING THE 2025 BONDS; AUTHORIZING THE APPROVAL OF A PROPOSAL FOR THE PURCHASE OF THE 2025 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TWENTY-FIFTH SUPPLEMENTAL INDENTURE TO THE TRUSTEE TO SECURE THE 2025 BONDS; AUTHORIZING THE AMENDMENT AND RESTATEMENT OF THE ORIGINAL INDENTURE OF THE AUTHORITY; APPROVING THE SUBSTANTIAL FORMS, TERMS, AND CONDITIONS OF THE TWENTY-FIFTH SUPPLEMENTAL INDENTURE AND SUCH AMENDED AND RESTATED INDENTURE; AUTHORIZING AND DIRECTING PROPER OFFICERS OF THE AUTHORITY TO EXECUTE AND DELIVER SUCH DOCUMENTS AND DO SUCH OTHER THINGS AS MAY BE NECESSARY TO ISSUE THE BONDS; APPROVING UNDERTAKINGS FOR CONTINUING DISCLOSURE; AUTHORIZING THE PURCHASE OF BOND INSURANCE IF DEEMED IN THE BEST INTEREST OF THIS AUTHORITY; AUTHORIZING THE EXECUTION OF THE 2025 BONDS; PROVIDING FOR THE AUTHENTICATION AND DELIVERY THEREOF BY THE TRUSTEE AND THE DISPOSITION OF THE PROCEEDS TO BE RECEIVED FROM THE SALE THEREOF.

WHEREAS, University Area Joint Authority (the "Authority") is a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. Ch. 56, enacted by the General Assembly of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, this Authority, pursuant to powers vested in it by law, heretofore acquired and constructed complete wastewater collection systems and a complete wastewater treatment and disposal system for rendering wastewater collection, transportation, treatment and disposal service for certain portions of certain municipalities located in Centre County, Pennsylvania, all of which facilities, together with all appurtenant facilities and properties which this Authority heretofore has acquired or constructed or hereafter may acquire or construct in connection therewith, including all property, real, personal and mixed, rights, powers, licenses, easements, right of way, privileges, franchises and other property or interests in property of whatsoever nature used or useful in connection with such facilities and together with all additions, extensions, alterations and

improvements thereto which may be made or acquired, from time to time, are referred to herein as the "Sewage Disposal System"; and

WHEREAS, this Authority heretofore entered into a Trust Indenture, dated as of November 1, 1993 (the "Original Indenture"), with The Peoples National Bank of Central Pennsylvania, as trustee, under which Original Indenture U.S. Bank Trust Company, National Association (the "Trustee") is successor trustee, and under which Original Indenture, as supplemented, this Authority assigned and transferred to and pledged with the trustee under the Original Indenture, as supplemented, its successors and assigns, to the extent provided therein, all "Receipts and Revenues from the Sewage Disposal System," as such phrase is defined in the Original Indenture, as supplemented, as security; and

WHEREAS, the Original Indenture provides that with the consent of the Holders of not less than 66 2/3% in principal amount of all the Bonds then outstanding, the Authority and the Trustee may enter into indentures supplemental to the Original Indenture for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Original Indenture or of modifying in any manner the rights of the Holders of the Bonds; and

WHEREAS, the Authority desires to provide greater flexibility in conducting its operations and financing its capital needs through the improvement and modernization of the Original Indenture by amending and restating in its entirety the Original Indenture (the "Restated Indenture"). Concurrently with the Restated Indenture being made effective the date of issuance and delivery of the 2025 Bonds (hereinafter defined), the Authority will have obtained the consent of a majority of the Holders of its outstanding obligations pursuant to the Twenty-Fifth Supplemental Indenture (the "Twenty-Fifth Supplement") to amend and restate in its entirety the Original Indenture with the Restated Indenture; and

WHEREAS, this Authority has determined to design, acquire, and construct biosolid management and solar facilities, pay capitalized interest, and provide for payment of all costs and expenses of financing, which undertakings collectively are referred to herein as the "Project"; and

WHEREAS, this Authority has determined to authorize for issuance sewer revenue bonds in a maximum aggregate principal amount of \$49,500,000, to be issued in one series, and to be designated as "Sewer Revenue Bonds – Series of 2025" (the "2025 Bonds"), with proceeds from the sale thereof to be used for and toward payment of costs and expenses of the Project; and

WHEREAS, the 2025 Bonds will be issued as a series of Additional Bonds, as defined in the Original Indenture, under the Original Indenture, as supplemented from time to time, including by the Twenty-Fifth Supplement, and as amended and restated by the Restated Indenture (collectively, the "Indenture"); and

WHEREAS, the Original Indenture provides that this Authority, under certain conditions, may issue Additional Bonds thereunder and under indentures supplemental thereto for the purpose of paying costs and expenses of the undertakings of this Authority contemplated by the Project; and

WHEREAS, the proceeds from the sale and issuance of the 2025 Bonds are to be used, together with money and funds otherwise available for the purposes, if any, for and toward payment of all costs and expenses of the Project, including the payment of the costs and expenses associated with the issuance of the 2025 Bonds; and

WHEREAS, the 2025 Bonds will be issued under the Twenty-Fifth Supplement and secured by the Restated Indenture, at such time as the final terms and conditions of the 2025 Bonds are determined; and

WHEREAS, the Authority shall select one or more underwriters as purchasers of the 2025 Bonds (each, an "Underwriter"), and such selected Underwriter will hereafter present to this Authority an agreement for the purchase of the 2025 Bonds (the "Bond Purchase Agreement"); and

WHEREAS, this Authority has determined to authorize acceptance hereafter of the Bond Purchase Agreement by proper officers of this Authority, when finalized and in acceptable form to this Authority as provided herein, and to issue and sell the 2025 Bonds to the Underwriter pursuant to the Bond Purchase Agreement; and

WHEREAS, this Authority has determined to authorize the acceptance of a commitment for the issuance of a policy of municipal bond insurance for the 2025 Bonds, if deemed necessary and in the best financial interest of this Authority; and

WHEREAS, this Authority has determined to appoint as professional consultants to this Authority the following parties: PFM Financial Advisors LLC, as financial advisor (the "Financial Advisor") and Mette, Evans & Woodside, Harrisburg, Pennsylvania, as bond counsel with respect to the issuance of the 2025 Bonds ("Bond Counsel"), and further, to direct and authorize the aforementioned professional consultants and the Underwriter, as selected, to take all action necessary and proper for this Authority to complete issuance of the 2025 Bonds; and

WHEREAS, this Authority further desires to take all necessary action authorizing the negotiation, acceptance, execution, attestation, and delivery by its Chairman or Vice Chairman and Secretary or Assistant Secretary, as applicable, of all documents and instruments required in connection with the issuance of the 2025 Bonds, including but not limited to Bond Purchase Agreement, Preliminary Official Statement, and Official Statement in connection with the offering of the 2025 Bonds, and all other related documentation.

THEREFORE, BE IT RESOLVED by the Board of this Authority, as follows:

1. To finance the Project, this Authority authorizes and approves issuance of the 2025 Bonds, constituting Additional Bonds under the Original Indenture, to be issued under Indenture.

The 2025 Bonds shall be secured by the Indenture, to the extent and in the manner provided in the Indenture, shall be in the aggregate principal amount not to exceed \$49,500,000, to be issued in one series, and shall be in the form, of the denominations, and with the maturity dates and shall bear the interest rates, be subject to the redemption provisions, and contain such

other terms and provisions as are provided in the Twenty-Fifth Supplement. The 2025 Bonds shall be issued under, in accordance with, and secured by the Indenture, and in conjunction therewith, this Authority confirms the assignment, transfer, and pledge with the Trustee under the Indenture of all Receipts and Revenues from the Sewage Disposal System, as such phrase is defined in the Original Indenture.

2. This Authority, pursuant to Section 3.04 of the Original Indenture, exercises its right to issue the 2025 Bonds as Additional Bonds for purposes of paying Costs, Costs of Acquisition or Costs of Construction of Capital Additions and hereby approves and determines that it shall undertake the Project and take all necessary and appropriate action related thereto.

The Recitals of this Resolution, including all of the defined terms therein, are incorporated in and made a part hereof as if set forth at length.

3. The Secretary or Assistant Secretary of this Authority is directed to notify the Trustee of the action taken and authorized in this Resolution by delivering to the Trustee a copy of this Resolution, duly certified by the Secretary or Assistant Secretary under the corporate seal of this Authority.

4. U.S. Bank Trust Company, National Association, as trustee, or any other duly authorized and approved successor Trustee under the Indenture, is hereby appointed trustee, registrar, and paying agent under the Twenty-Fifth Supplement for the 2025 Bonds.

5. The form of the Twenty-Fifth Supplement relating to the 2025 Bonds and the Restated Indenture are hereby approved in substantially the forms as shall be prepared by Bond Counsel, and the Chairman of this Authority, or Vice Chairman in lieu thereof, is hereby authorized and directed to execute, accept, and deliver, and (where appropriate), the Secretary or Assistant Secretary of this Authority is hereby authorized and directed to affix the corporate seal of this Authority to, and attest, such Twenty-Fifth Supplement and such Restated Indenture in substantially such forms and upon the terms and conditions therein with such changes, insertions, and variations therein as the Financial Advisor, Bond Counsel, or the Solicitor to this Authority may advise and as such officers of this Authority shall approve, such approval to be conclusively evidenced by their execution thereof.

6. The form of the 2025 Bonds contained in the form of the Twenty-Fifth Supplement, as shall be prepared by Bond Counsel, is hereby approved in substantial form; the Chairman of this Authority, or Vice Chairman in lieu thereof, is hereby authorized to execute by manual or facsimile signature and delivery, and the Secretary or Assistant Secretary of this Authority is hereby authorized to affix the corporate seal of this Authority or a facsimile thereof to, and to attest by manual or facsimile signature, the 2025 Bonds in substantially such form with appropriate changes, insertions, and variations as Bond Counsel or the Solicitor to this Authority may advise and as such officers of this Authority shall approve, such approval to be conclusively evidenced by their execution thereof; and the Chairman or Vice Chairman of this Authority is authorized and directed to deliver or cause the delivery of the 2025 Bonds to the Trustee for authentication under the Twenty-Fifth Supplement herein authorized and, when such 2025 Bonds have been authenticated,

to deliver them or cause them to be delivered to the Underwriter against receipt of the purchase price therefor and to deposit the amount so received with the Trustee as provided in the Twenty-Fifth Supplement.

7. This Authority hereby authorizes the Executive Director of this Authority to negotiate the final terms and provisions of the Bond Purchase Agreement for the purchase of the 2025 Bonds. The Executive Director, after consultation with the Financial Advisor and Bond Counsel, is authorized to approve the overall amount and maturity schedule of the 2025 Bonds. The Executive Director of this Authority is authorized to execute and deliver, and the Secretary or Assistant Secretary of this Authority is hereby authorized to affix the corporate seal of this Authority or a facsimile thereof to, and to attest by manual or facsimile signature, the Bond Purchase Agreement with such terms and provisions as the officers executing the same or Bond Counsel or the Solicitor to this Authority shall approve, such approval to be conclusively evidenced by their execution thereof; provided that, such terms and conditions meet the following: (i) the aggregate principal amount of the 2025 Bonds to be purchased thereunder shall not exceed \$49,500,000; (ii) the interest rate on the 2025 Bonds when applying the true interest cost calculation method shall not exceed 5.50%; (iii) the purchase price for the 2025 Bonds, including underwriting discount and net original issue discount or original issue premium, shall not be less than 95% or more than 120% of the aggregate principal amount of the 2025 Bonds to be issued and delivered by this Authority; (iv) the underwriter's discount for the 2025 Bonds shall not be more than Ten Dollars (\$10.00) per One Thousand Dollars (\$1,000) principal amount of 2025 Bonds to be issued and delivered by this Authority; and (v) the final maturity of the 2025 Bonds shall not be later than November 1, 2049. The Chairman or Vice Chairman of this Authority is authorized to accept, execute, and deliver, and the Secretary or Assistant Secretary is directed to attest and, if appropriate, affix the corporate seal to, all documents, certificates, and instruments required by the Bond Purchase Agreement and not otherwise specifically authorized under this Resolution.

8. This Authority covenants to and with purchasers of the 2025 Bonds (or any portion thereof intended to be exempt from federal taxation) that it will make no use of the proceeds of such 2025 Bonds, or of any other obligations deemed to be part of the same "issue" as any portion of such Bonds under applicable federal tax regulations, that will cause such 2025 Bonds to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or any other regulations implementing said Sections, and this Authority further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such 2025 Bond.

9. The Chairman or Vice Chairman of this Authority is hereby authorized to approve a Preliminary Official Statement and a final Preliminary Official Statement for the 2025 Bonds issued with such changes therein as are deemed necessary or appropriate by such officer, Bond Counsel and the Solicitor to this Authority. The distribution of such Preliminary Official Statement in the final form approved as set forth above by the Underwriter to prospective purchasers of the 2025 Bonds is hereby authorized. The Chairman or Vice Chairman of this Authority is hereby

authorized to execute a final Official Statement in connection with any offering and sale of the 2025 Bonds by the Underwriter, with such changes therein as are deemed necessary or appropriate by Bond Counsel and the Solicitor to this Authority, the authorization of changes to be evidenced by the execution of such Official Statement by the Chairman or Vice Chairman of this Authority. This Authority hereby authorizes the officer approving the final form of a Preliminary Official Statement to designate and certify such Preliminary Official Statement to be a "final official statement" for the purposes of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12") and to take such other appropriate action as shall be necessary to facilitate compliance by the Underwriter with Rule 15c2-12.

10. In accordance with Rule 15c2-12, this Authority hereby covenants, with and for the benefit of the holders and beneficial owners (which shall include any person or entity that has a pecuniary interest in any of the 2025 Bonds) from time to time of the 2025 Bonds, to provide to the Municipal Securities Rulemaking Board on an annual basis, the information set forth in a certain continuing disclosure certificate (the "Continuing Disclosure Certificate") to be executed and delivered by this Authority in connection with the 2025 Bonds. The Chairman or Vice Chairman of this Authority is authorized to execute and deliver such Continuing Disclosure Certificate containing such provisions as are deemed necessary or appropriate by counsel to the Underwriter, Bond Counsel, and the Solicitor to this Authority and as are approved by either such officer executing such document, the approval of such Continuing Disclosure Certificate to be evidenced by the execution thereof by such officer of this Authority.

11. This Authority hereby authorizes, if it is deemed necessary and in the best financial interest of this Authority by the Financial Advisor, the purchase and acceptance of an insurance policy from a municipal bond insurance company (the "Bond Insurer") insuring the 2025 Bonds and directs that all necessary actions be taken to issue a policy of insurance on the 2025 Bonds (the "Insurance Commitment"). The appropriate premium shall be promptly paid at the closing for the 2025 Bonds.

If it is determined to be in the best financial interest of this Authority as aforesaid, the Chairman or Vice Chairman is authorized and directed to execute an Insurance Commitment and to deliver an executed counterpart of an Insurance Commitment to the Bond Insurer, with such terms therein as the Financial Advisor, Bond Counsel, and the Solicitor to this Authority have advised are acceptable to this Authority.

12. The Chairman or Vice Chairman of this Authority is authorized to review and approve, and thereafter execute and deliver, and the Secretary or Assistant Secretary is directed, as appropriate, to attest, a Non-Arbitrage Certificate, a Federal Form 8038-G, a Certificate of No Litigation, a Letter of Representations (if necessary), in connection with the registration of the 2025 Bonds in book-entry form, and any other required document, instrument, or certificate in connection with the issuance of the 2025 Bonds.

13. Proper officers of this Authority are authorized and directed to proceed promptly with the undertakings herein contemplated and deemed to be necessary or appropriate and to take any and all actions necessary or desirable to effect, among other things, the issuance and sale of

the 2025 Bonds, and to execute and to deliver such other documents and to do such other things as may be necessary to carry out the Twenty-Fifth Supplement, the Restated Indenture, the Bond Purchase Agreement, and the Insurance Commitment (if determined to be in the best interest of this Authority), including, but not limited to, such acts and documents as may be necessary to comply with requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and with any regulations applicable thereto.

14. In connection with the issuance of the 2025 Bonds, this Authority hereby appoints as Financial Advisor the firm of PFM Financial Advisors LLC, and as Bond Counsel the firm of Mette, Evans & Woodside. If this Authority does not close on the 2025 Bonds, no fees shall be paid to the Financial Advisor, Bond Counsel, or Underwriter, except for the reimbursement of any costs and expenses incurred by said parties and other such items as set forth in the Bond Purchase Agreement.

15. Herbert, Rowland & Grubic, Inc., Consulting Engineers, and the Solicitor of this Authority, each are authorized and requested to make and deliver such documents as are required by the Indenture in connection with issuance of the 2025 Bonds.

16. Proper officers of this Authority are authorized and directed to proceed with the Project with all due dispatch and diligence.

17. The Chairman or Vice Chairman and Secretary or Assistant Secretary of this Authority are authorized and directed to approve for payment by the Trustee of bills relating to costs and expenses of issuance of the 2025 Bonds and preparation of the Restated Indenture, subject to review by the Executive Director of this Authority.

18. Proper officers of this Authority are authorized and directed to do such further acts and things as may be necessary or expedient in order to carry out the terms of the Indenture and all related documents and the intent and purpose of this Resolution.

19. This Authority approves, ratifies, and confirms all action heretofore taken by officers and other persons on behalf of this Authority in connection with the undertakings herein contemplated.

20. This Resolution shall become effective immediately.

21. In the event any provision, section, sentence, clause, or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this Authority that such remainder shall be and shall remain in full force and effect.

22. All resolutions or parts of resolutions inconsistent herewith expressly are repealed.

DULY ADOPTED by the Board of UNIVERSITY AREA JOINT AUTHORITY, Centre County, Pennsylvania, this 15th day of January, 2025.

Attest: UNIVERSITY AREA JOINT AUTHORITY

Secretary BY _____
Chairman

(SEAL)

ADDENDUM TO AGREEMENT

THIS ADDENDUM, made this _____ day of December, 2024, by and between:

COLLEGE TOWNSHIP WATER AUTHORITY, hereinafter “CTWA”, a municipal authority formed under the Municipal Authorities Act of 1945

AND

UNIVERSITY AREA JOINT AUTHORITY, hereinafter “UAJA”, a municipal authority formed under the Municipal Authorities Act of 1945.

BACKGROUND

1. The parties to this Addendum are also parties to that certain Amended and Restated Source Water Protection Agreement dated October 17, 2017 (the “Agreement”).
2. Section 12 of the Agreement provides that UAJA will not serve any existing or future customer of CTWA within its service area without first obtaining CTWA’s consent. Section 7 of the Agreement sets forth a rate structure to be applied in the provision of reuse water to any customer within the CTWA service area for which CTWA has provided its consent.
3. The parties have been approached by an existing customer of CTWA regarding the provision of reuse water, being Centre Concrete Company (the “Customer”).
4. The parties wish to document the consent of CTWA to the provision of reuse water to the Customer, as well as to modify the rate structure under Section 7 of the Agreement for the provision of reuse water to the Customer only.

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

1. CTWA hereby consents to the provision of reuse water by UAJA to the Customer pursuant to the terms of the Agreement as amended hereunder.
2. Notwithstanding the provisions of Section 7 of the Agreement, the parties hereby agree that the rate structure to be applied for any and all reuse water service by UAJA to the Customer shall be as follows:
 - a. All metered potable water shall be billed by CTWA to the Customer at its customary rate per thousand gallons. As of the date of this Addendum, said rate is \$~~7.72~~^{7.72}/1,000 gallons.
 - b. If the Customer’s average daily usage of both potable water and reuse water combined during a CTWA billing period is less than or equal to 25,000 gallons

per day, then all metered reuse water during said billing period shall be billed by CTWA to the Customer at its customary rate per thousand gallons less the cost of purification and pumping. As of the date of this Addendum, said rate is \$6.91/1,000 gallons.

- c. If the Customer’s average daily usage of both potable water and reuse water combined during a CTWA billing period is greater than 25,000 gallons per day, then any metered reuse water volume exceeding said threshold amount shall be billed by CTWA to the Customer on UAJA’s behalf at UAJA’s customary rate. As of the date of this Addendum, UAJA’s customary rate is \$2/1,000 gallons. Upon receipt of payment from the customer, CTWA will reimburse UAJA for the equivalent value.

The parties agree that this modification applies only for purposes of CTWA’s consent to the provision of reuse water to the Customer and that in all other cases the rate structure set forth in Section 7 of the Agreement shall continue to apply.

- 3. In all other respects, the Agreement shall remain in full force and effect and unchanged except as provided in this Addendum.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have hereunto set their hands and seals the date first above written.

COLLEGE TOWNSHIP WATER AUTHORITY

Attest:

Secretary

Chairman

UNIVERSITY AREA JOINT AUTHORITY

Attest:

Secretary

Chairman