

PLEASE TURN OFF ALL CELL PHONES

Danville Borough Council Meeting

Agenda

February 9, 2021

Call to Order.....President Herritt

Roll Call.....S. Berkey

Invocation & Pledge of Allegiance.....President Herritt

Public Comments.....President Herritt

1. Robert Strachko – Danville Borough Health Officer.
2. Tyler Servose – Montour County Conservation District, see attachment on page 4.

Consent Items including Financial Rpts & Payment of Bills.....President Herritt

1. Minutes – January 12, 2021.....Regular Meeting
2. List of Checks – Jim Gregg abstains from the check paying, “Jim’s Small Engine” invoices. This is on record as a standing abstention.
3. List of General Journal Entries
4. Month end Financial Reports and Monthly list of bills for payment

Action Items from previous

meetings.....President Herritt

Topics/New Business.....President Herritt

1. The Danville Municipal Authority is applying to the Commonwealth for approval to secure a General Obligation Note in the amount of \$1,300,000 for the water treatment plant filter project. As part of this application a Guaranty Agreement needs approved and signed by the Borough. Attached as pages 5-8.
2. The Danville Borough tax collector has asked that Council consider the attached resolution to increase fees for this office. Attached as page 9
Tax Certification fee currently \$20 raised to \$30.
Duplicate Bill fee currently \$10 raised to \$20.

Correspondence & FYI Items.....President Herritt

1. The Danville Borough intends to file a grant application with the USDA Rural Development for several projects/acquisitions. At this time Council will take public comments and any discussion on the application as a requirement of part of the submission.
2. See attached from Demeter Renewables, page 10.

Unfinished/Old Business.....President Herritt

Committees

Finance.....	Mr. Walters
Personnel.....	Mr. Walters
Property.....	Mr. Woodruff
Water.....	Mr. Force
Public Safety (fire).....	Mr. Walters
Flood.....	Mr. Gregg
Police.....	Mayor Swank Safety - Officer Eric Rutch has fulfilled his probationary period and is now considered a full-time Police Officer.
Streets.....	Mr. Stigerwalt
Sewer.....	Mr. Force
COG.....	Mr. Beers
EMA.....	Mr. Walter
Parks & Recreation.....	Mr. Beers
Mayor's Report.....	Mayor Swank
Codes, Zoning & Health.....	Mr. Woodruff Health Officer's report is attached as page 11.

Danville Borough Code Office Report 1/1/2021-1/31/2021

1. Building Permits

C2021-1	349 Mill Street	Fit out	79.50
C2021-2	1420 Ferry	Fit out	454.50
C2021-3	401 Railroad	Parking Lot	454.50
D2021-1	713 Wall Street	Addition	184.50

2. Zoning Permits

1608	459 Rooney Ave	Monthly Food Truck	80.00
1609	349 Mill Street	Window Decal Sign	50.00

3. Non UCC Electric Service Inspection 0

725 Alton Street	200 Amp Electrical Service	50.00
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4. Property Maintenance
Door Hangers.....5
Complaints.....2
Prohibited Furniture.....2
Personal Contacts.....3
Courtesy Notice.....4
Enforcement Notice.....3
Condemnation.....2
Quality of Life Courtesy.....2
Quality of Life Ticket.....1
Quality of Life Citation.....0
Notice of Improvement.....10

5. Rental Inspections.....46

Other Business.....President Herritt

News Media.....President Herritt

Adjournment.....President Herritt

The Montour County Conservation District is in the process of writing a County-wide action plan for DEP that identifies sources of nutrient pollution in the County and also addresses solutions to these issues. As part of this effort, we are encouraged to attend a meeting for each municipality and briefly discuss this plan and ask for input, if any.

Montour County needs to reduce its current nutrient pollution by 486 K pounds of nitrogen and 5 K pounds of phosphorus. Montour County has made great progress since 1985 in reducing the amount of phosphorus to local waterways, but still needs more reductions to meet the 2025 goal. There is a lot of work that needs to be done with nitrogen. Through the planning process the county's goal is to completely reduce the reductions needed by 2025, for both nitrogen and phosphorus. This may take a combination of state and local efforts.

I just want to give a brief overview of what we are identifying in this plan, how we plan to implement it and possibly get input from the Borough on anything related to these issues. I know the Borough probably isn't a major source of nutrient pollution, but we are including all municipalities in this process. If you could put me on for February 9th, that would be great.

Tyler Servose | Erosion & Sediment Technician
Montour County Conservation District
1210 Bloom Road | Danville, PA 17821
Phone: 570.271.1140 | Fax: 570.271.1327
www.montourccd.com

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT, dated for convenience as of February 9, 2021 but effective as of the date of issuance of the General Obligation Note, as herein defined, made and executed by the Danville Municipal Authority, Montour County, Pennsylvania (the "Authority"), an authority existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), and delivered to Susquehanna Community Bank (the "Bank"), with its principal office in the Borough of Danville, Montour County, Pennsylvania.

WITNESSETH:

WHEREAS, The Borough is a Local Government Unit, as defined in the Local Government Unit Debt Act, as amended and supplemented, 53 Pa. C.S. Chs. 80-82, of the Commonwealth (the "Local Government Unit Debt Act"); and

WHEREAS, Danville Municipal Authority (the "Authority") is a municipality authority incorporated and existing under provisions of the Municipality Authorities Act, as amended and supplemented, 53 Pa C.S. Ch. 56, of the Commonwealth; and

WHEREAS, The Authority, pursuant to power and authority vested in it by law, and with the consent of the Borough, has agreed to undertake the replacement of the filter media and its components and installation of an air scour backwash system of the constituting part of the complete water treatment and distribution system owned and operated by the Authority and rendering potable water service for the Borough and the area adjacent thereto, which undertakings are referred to herein as the "Project"; and

WHEREAS, The water treatment and distribution system owned and operated by the Authority, including the facilities contemplated by the Project, together with all appurtenant facilities and properties, 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 all such facilities and together with all additions, extensions, alterations and improvements thereto which may be made or

acquired, from time to time, acquired, owned or constructed by or for the Authority hereinafter are referred to as the "Water System"; and

WHEREAS, The Authority, in order to fund a portion of the costs and expenses of the Project, heretofore applied and received approval for a loan from the Bank to be evidenced by the Authority's Guaranteed Sewer Note of 2021, in the principal amount of \$1,300,000, dated as of the date of delivery thereof (the "Note"); and

WHEREAS, The Bank is requiring the guaranty of the Borough with respect to payment of the principal of and interest on the Note as a condition of the loan to the Authority; and

WHEREAS, The Borough has indicated its willingness, under and subject to the terms of the Guaranty Agreement, to guarantee payment of the principal of and interest on the Note pursuant to power and authority set forth in the Local Government Unit Debt Act.

NOW, THEREFORE, The Borough, intending to be legally bound, hereby covenants and agrees as follows:

1. The Borough hereby guarantees the full payment of the principal of and interest on the Note and in furtherance thereof covenants and agrees with the Bank, as registered owner of the Note, that if the Authority shall fail to pay the full amount of the principal of and interest on the Note when the same become due and payable, at the times and place, under the terms and condition and in the manner prescribed in the Note, the Borough will pay the full amount of such principal and interest to the Bank, as registered owner of the Note, at the times and in the manner set forth in the Note.

The Borough agrees and hereby covenants with the Bank, as registered owner of the Note, that it shall include the amount of debt service on the Note for each fiscal year (which term shall mean the fiscal year of the Borough, from time to time designated by law) in which such sums are payable in its budgets for that fiscal year, that the Borough, in the event the Authority shall fail to pay the full amount of the principal of and interest on the Note when due and payable, at the times and place, under terms and conditions and in the manner prescribed in the Note, shall appropriate from its general revenues and duly and punctually pay or cause to be paid from its sinking fund established therefor or any other of its funds or revenues the full

amount of such principal and interest on the dates and at the place and in the manner stated in the Note according to the true intent and meaning hereof. For such budgeting, appropriation and payment the Borough hereby does pledge its full faith, credit and taxing power and hereby does agree that this covenant shall be specifically enforceable.

The Borough agrees that the maximum debt service in each Fiscal Year with respect to the Note proposed to be issued to which the foregoing guarantee shall apply is set forth in Exhibit A attached hereto and thereby made a part hereof.

2. This Guaranty Agreement may not be assigned by the Borough nor may the obligations of the Borough arising hereunder be in any manner whatsoever alienated by the Borough. This Guaranty Agreement shall inure to the benefit of the Bank as registered owner of the Note. The Borough acknowledges that the Bank, as registered owner of the Note, shall materially rely on the existence of this Guaranty Agreement and the due performance by the Borough of its obligations hereunder.

3. The Borough further agrees to pay the Bank, as registered owner of the Note, on demand, all costs and expenses, legal or otherwise (including counsel fees) which may be incurred in the enforcement of the financing documents securing the Note or the liability of the Authority thereunder. No delay in making demand on the Authority for performance of any obligation thereunder shall prejudice the right to enforce such performance.

4. It is understood and agreed that the obligations of the Borough to make the payments hereunder shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach of the Authority of any obligation to it whether hereunder or otherwise, or out of any indebtedness or liability at any time owing by the Authority under the Note or the financing documents securing the same.

5. This Guaranty Agreement may not be amended, changed, modified, altered or terminated so as to adversely affect the interest of the Authority or the Bank without prior written consent of the Bank as registered owner of the Note.

IN WITNESS WHEREOF, the Borough has caused this Guaranty Agreement to be

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executed in its behalf by its authorized officers and its official seal to be hereunto affixed and attested and to be delivered to the Bank which has accepted the same.

ATTEST:

BOROUGH OF DANVILLE
Montour County, Pennsylvania

Secretary

By: _____
Mayor

By: _____
President of Council

(SEAL)

RESOLUTION

2020-01

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF DANVILLE SETTING THE FEE FOR THE TAX COLLECTOR PURSUANT TO CHAPTER 225 OF THE CODE OF THE BOROUGH OF DANVILLE TITLED "TAXATION".

WHEREAS, Chapter 225 Taxation of The Borough of Danville sets forth the rules and regulations governing the Borough of Danville's various taxes.

WHEREAS, Section 225-47 thru 49 Tax Collector Fees for returned checks, issuance of tax certifications, duplicate tax bills and copies allows Borough Council to establish the amount of such fees.

WHEREAS, these fees may be subject to change from time to time.

WHEREAS, it is the consensus of Borough Council that the fee should at the very minimum cover the cost of tax collector services

NOW, THEREFORE, be it resolved by the Borough Council of the Borough of Danville, that the tax collector fees shall be as follows:

A thirty dollar (\$30) fee is hereby imposed for the issuance of tax certifications and a twenty dollar (\$20) fee is hereby imposed on all requests for a duplicate bill.

All other provisions of Chapter 225 of the Code of the Borough of Danville shall remain unchanged.

ADOPTED THIS 9th day of January, 2021.

BOROUGH OF DANVILLE

President

ATTEST

(SEAL)



DEMETER

January 27, 2021,

BOROUGH OF DANVILLE
463 MILL ST
DANVILLE, PA 17821

Re: Your 322.95-acre parcel in Northumberland County

Dear Sir or Madam,

I am writing to make an offer to lease your land for solar. We pay significantly more than agricultural rates and offer a way to diversify income when farming is difficult. Your land is an excellent candidate for solar because of its distance from an electrical substation and the three-phase power line connecting to it. Our gardens are built with little to no concrete and are designed to be removed after the lease has expired so that your land can be returned to agricultural use.

Demeter is partnering with an experienced solar project owner/operator to develop projects in Pennsylvania. Because the projects will likely be owned by the developer, the economics are much better, making it much more likely that your project will be built.

Demeter prides itself on developing lasting relationships with the communities and landowners that we work with. I will do everything possible to make sure that our proposal is a good fit for you, your land and the community.

Please call me to discuss the details of my proposal. My direct number is 540-632-3578. I also look forward to meeting you in person to walk the land once the world gets better.

Sincerely,

Scott M. Aaronson
Real Estate Developer



Borough of Danville

463 Mill Street Danville, PA. 17821 Phone 570-275-3091 Fax 570-275-2656 www.danvilleboro.org

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Danville Borough Health Officer Report January 2021

- Hired 01/12/2021.
- E-mailed and spoke with Scott Smith several times to discuss transition.
- Met with Scott Smith to exchange materials and discuss timing of events.
- Made contact with Ben Weirick of PA Dept. of Agriculture.
- Met with Ben Weirick to begin weekly training for PA Certification.
- Responded to a complaint received concerning Danville Moose. Met with Moose representative and discussed expectations.
- Met with Burger King District Manager at his request to discuss previous inspections and this year's upcoming inspection.
- Continue to review past materials and plan for 2021.

Respectfully submitted,
Robert Strachko