

**PLEASE TURN OFF ALL CELL PHONES**

**Danville Borough Council Meeting**

**Agenda**

**March 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.

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

1. Minutes – February 9, 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. Consideration of paving bids received and opened on Monday, March 8<sup>th</sup>. Bid tabulation to be distributed at the meeting.
2. Consideration of draft ordinance to vacate Canal Street as part of the development of Canal Park. Attached as page 4.
3. In relationship to the Guaranty agreement signed by Council in February, the attached Ordinance also needs approved in order for the Danville Municipal Authority to process the loan for the filter rehabilitation project in accordance with the Local Government Unit Debit Act of the Commonwealth, ordinance 567 attached as pages 5-8.

**Correspondence & FYI Items**.....President Herritt

1. Email and draft resolution received from Eric Miller seeking support for federal action on climate change. Dr. Miller would be happy to address Council on the subject at the next public meeting. Information attached as pages 9-12.

**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

Streets.....Mr. Stigerwalt

Dumpster Day has been scheduled for Saturday, August 7<sup>th</sup>.

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 13.

Danville Borough Code Office Report		2/1/2021-2/28/2021	
1. Building Permits			
C2021-004	494 Mill Street	Addition	1879.50
2. Zoning Permits			
1610	459 Rooney Ave	Monthly Food Truck	80.00
3. Non UCC Electric Service Inspection 0			
4. Property Maintenance			
Door Hangers.....	1		
Complaints.....	0		
Prohibited Furniture.....	0		
Personal Contacts.....	1		
Courtesy Notice.....	0		
Enforcement Notice.....	0		
Condemnation.....	0		
Quality of Life Courtesy.....	7		

Quality of Life Ticket.....4  
Quality of Life Citation.....0  
Notice of Improvement.....0

5. Rental Inspections.....43

**Other Business**.....President Herritt

**News Media**.....President Herritt

**Adjournment**.....President Herritt

ORDINANCE NO. \_\_\_\_\_

An Ordinance vacating a portion of Canal Street in the First Ward of the Borough of Danville, Montour County, Pennsylvania.

The Borough of Danville hereby ordains as follows:

All that certain portion of Canal Street situate in the First Ward of the Borough of Danville, Montour County, Pennsylvania, more particularly bounded and described as follows:

UNDER AND SUBJECT, NEVERTHELESS, to the reservation of right-of-way for utility lines including, but not limited to, all water and sewer lines, gas line and any other utility lines in said Canal Street.

The above-described premises shall be and the same is hereby vacated.

\_\_\_\_\_  
Council President

Attest:

\_\_\_\_\_  
Borough Manager

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

Borough of Danville  
Montour County, Pennsylvania

ORDINANCE NO. 567

AN ORDINANCE OF DANVILLE BOROUGH, MONTOUR COUNTY, PENNSYLVANIA, GUARANTING THE ISSUE OF A LEASE RENTAL DEBT BY THE DANVILLE MUNICIPAL AUTHORITY IN THE AMOUNT OF \$1,300,000.00 FOR CONSTRUCTION PURPOSES; FIXING THE FORM, NUMBER, DATE, INTEREST AND MATURITY THEREOF; MAKING A COVENANT FOR THE PAYMENT OF THE DEBT SERVICE ON THE DEBT; PROVIDING FOR THE FILING OF THE REQUIRED DOCUMENT; PROVIDING FOR THE APPOINTMENT OF A SINKING FUND DEPOSITORY FOR THE DEBT; AND AUTHORIZING EXECUTION, SALE AND DELIVERY THEREOF.

WHEREAS, Danville Borough (the "Borough") is a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth") and is a "local government unit" under provisions of the Act: and

WHEREAS, Danville Borough Authority (the "Authority") is a municipality authority organized and existing under the Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended and supplemented, of the Commonwealth (the "Authorities Act") and

WHEREAS, the Authority plans to improve existing water treatment facilities by replacing the filter media and its components and installation of an air scour backwash system (collectively the "Water System"); and

WHEREAS, the Authority has determined to undertake the Project (hereinafter mentioned and identified), to be financed by issuance of a note.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Borough Council of the Borough, as follows:

1. The Borough authorizes the Authority to undertake and consents to and approves of the Authority undertaking a project, a brief description of such project being the replacement of the filter media and its components and installation of an air scour backwash system at the Water Treatment Plant of the Authority (the "Project").
2. The Borough determines to incur "debt," as such term is defined in the Act, as "lease rental debt," as such phrase is defined in the Act, in connection with the Project.
3. Such debt, which shall be incurred as lease rental debt, shall be in the maximum aggregate principal amount of \$1,300,000 shall be evidenced by an obligation to be issued by the Authority under the Authorities Act and shall consist of a note dated as of the date of delivery thereof (The "Note"), which Note shall have the benefit of and be secured by the guaranty obligation of the Borough pursuant to the Guaranty Agreement (hereinafter mentioned and identified).

4. The Borough specifies that a realistic estimated useful life of the Project being financed by the issuance of the Note is at least twenty (20) years.

5. The Borough, as guarantor, shall enter into a Guaranty Agreement (the "Guaranty Agreement"), substantially in the form referred to in Section 6, with the Authority and Susquehanna Community Bank ("Bank") as lender under a Loan Agreement (the "Loan Agreement"), between the Authority and Bank, with respect to the Project and the Note, under terms and provisions of which Guaranty Agreement, the Borough shall guaranty, unconditionally, for the benefit of Bank and such other holder of the Note, full and prompt payment of Debt Service, as such phrase is defined in the Guaranty Agreement, as such phrase is defined in the guaranty Agreement, as such shall be due and payable with respect to the Note.

The Guaranty Agreement shall be for the life of the Note and shall set forth terms, conditions, provisions, covenants and agreements to be observed by the Borough, the Authority and Bank in relation to the Water System, as such phrase is defined in the Loan Agreement, the Project and the Note.

6. The Guaranty Agreement shall be substantially in the form presented to this meeting, which for is approved; and a copy of the Guaranty Agreement, in the form so presented to this meeting and so approved, shall be filed with the Manager of the Borough and shall be made available for inspection at reasonable times by interested persons requesting such inspection.

7. The Borough shall covenant in the Guaranty Agreement and does hereby covenant to and with the Authority and Bank, and such other holder of the Note, that the Borough: (i) shall include the Debt Service, as that phrase is defined in the Guaranty Agreement, payable in respect of its guaranty pursuant to the Guaranty Agreement, in which such sums shall be payable, in its budget for that Fiscal Year, (ii) shall appropriate such amounts from its general revenues for payment to Bank of its obligations under the Guaranty Agreement; and (iii) shall duly and punctually pay or cause to be paid from its sinking fund (hereinafter referred to) or any other of its revenues or funds the amount payable in respect of such guaranty, at the date and in the manner stated in the Guaranty Agreement, according to the true intent and meaning thereof; and for such budgeting, appropriation and payment in respect of such guaranty, the Borough shall and does pledge irrevocable, its full faith, credit and taxing power. This covenant shall be specifically enforceable. For the purposes of complying with the foregoing covenant, the Borough covenants that it shall budget the amounts set forth in Exhibit "A" which is attached hereto and made part hereof, such amounts being Debt Service on the Note for the Fiscal Year in which such amounts are payable, and shall appropriate and shall pay over to Bank such amounts; subject, however, to provisions of the Guaranty Agreement with respect to credit for certain sums that shall be available for such Debt Service, all as more fully set forth in the Guaranty Agreement.

The Borough also shall covenant in the Guaranty Agreement and does hereby covenant that, to the extent sufficient money shall not be available in its then current budget at any time when payments are required under the Guaranty Agreement, and if it shall be unable

to incur debt lawfully in the current year for the purpose or to issue tax anticipation notes or otherwise to satisfy its obligation under the Guaranty Agreement, it shall include any amounts so payable by it in its budget for the next succeeding Fiscal Year and shall appropriate such amounts to the payment of such obligations and duly and punctually shall pay or shall cause to be paid its obligations incurred under the Guaranty Agreement, in the manner therein stated, and, for such budgeting, appropriation and payment it shall and does pledge, irrevocable, its full faith, credit and taxing power. This covenant shall be specifically enforceable.

It shall be the intent and purpose of the Guaranty Agreement that the Borough shall be required to pay over to Bank only that portion of the Debt Service that cannot be paid from Receipts and Revenues from the Water System, as that phrase is defined in the Guaranty Agreement, or from other money of the Authority that shall be available for the purpose, as set forth in the Guaranty Agreement. If at any time the Borough is required to make any payment under the Guaranty Agreement, appropriate officers of the Borough are hereby authorized to do so.

The phrase "Fiscal Year", as used in this Ordinance and in Exhibit "A", shall mean the Fiscal Year of the Borough as prescribed by applicable statute.

8. The guaranty obligations of the Borough with respect to the Note, as set forth in the Guaranty Agreement in the form referred to in Section 6, which shall be payable, if and as necessary, on a monthly basis, shall be as is set forth in Exhibit "A" which is attached hereto and made part hereof.

9. The guaranty obligations of the Borough, as set forth in Section 7, shall be payable from the tax and other general revenues of the Borough.

10. The Borough hereby creates and establishes a "sinking fund," as such phrase is defined or applied in the Act, with respect to its obligation under such guaranty and the Guaranty Agreement and SUSQUEHANNA COMMUNITY Bank, is hereby appointed "sinking fund depository" and "paying agent", as such phrases are defined or applied in the Act, with respect to the obligations of the Borough under such guaranty and the Guaranty Agreement.

11. The President, Borough Manager and the Finance Director, respectively, of the Borough Council, as appropriate, are authorized and directed to prepare, to certify and to file the debt statement, as such phrase is defined in the Act, required by Section 8110 of the Act, in behalf of the Borough.

Proper officers of the Borough are authorized and directed to prepare and execute a borrowing base certificate for the Borough to be appended to such debt statement, as required by the Act.

12. The President, Borough Manager and the Finance Director respectively, of the Borough Council, as appropriate, are authorized and directed to prepare and to file appropriate statements required by Section 8026 of the Act that are necessary to qualify all or any portion of the lease rental debt of this Borough that is subject to exclusion as self-liquidating debt for exclusion from the appropriate debt limit as self-liquidating debt.

13. The President or Borough Manager and the Finance Director, respectively, of the Borough Council, as appropriate, are authorized and directed to execute, to attest and to deliver the Guaranty Agreement. In behalf of the Borough, substantially in the form approval in Section 6; subject, however, to applicable provisions of the Act.

14. Proper officers of the Borough are authorized and directed to make application to the Department of Community and Economic Development of the Commonwealth (the "Department") for approval with respect to the Guaranty Agreement, as required by the Act; and, in connection with such application, the Borough shall pay or shall cause to be paid to the Department for filing fee required by the Department, the payment of which filing fee is authorized and approved.

15. Proper officers of the Borough are authorized and directed to execute all documents and to do all other acts as may be necessary and proper to carry out the intent and purpose of this Ordinance and the under takings of the Borough under the Guaranty Agreement.

16. Reference in this Ordinance to specified officers of the Borough shall include and shall be construed to include, if and as applicable, their respective successors in office.

17. The Ordinance shall become effective in accordance with provision of the Act.

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

19. All Ordinances or parts of Ordinances that are inconsistent herewith shall be the same expressly are repealed

DULY ENACTED AND ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the Borough Council of Danville Borough, in lawful session duly assembled.

Attest:

Danville Borough  
Montour County, Pennsylvania

\_\_\_\_\_  
Manager

By: \_\_\_\_\_  
Council President

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**sberkey@danvilleboro.org**

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**From:** Miller, Eric <emiller@bloomu.edu>  
**Sent:** Monday, February 15, 2021 10:08 AM  
**To:** sberkey@danvilleboro.org  
**Subject:** Climate Resolution  
**Attachments:** Resolution.docx

Hi, Ms Berkey ,

I hope you are well and that your new year is off to a strong start! As I mentioned in the recent Chamber meeting, the Bloomsburg Citizens' Climate Lobby is at work on an endorsement drive this year. We are reaching out to local civic organizations to seek their support for federal action on climate change and, specifically, for [the Energy Innovation and Carbon Dividend Act](#). This bill would place a price on each ton of industrial carbon emitted in order to incentivize a national shift toward renewable energy.

A copy of our resolution is attached. If there are steps we can take to bring before the Council, we're interested in taking them! Thanks, and please let me know if you have any questions or concerns.

Eric

Eric C. Miller, PhD  
Associate Professor  
Department of Communication Studies  
Bloomsburg University of Pennsylvania  
[ericcmiller.com](http://ericcmiller.com) / [bloomcccl.org](http://bloomcccl.org)

Resolution No. \_\_\_\_\_  
City \_\_\_\_\_, State \_\_\_\_\_

**Resolution urging the United States Congress to enact the  
Energy Innovation and Carbon Dividend Act**

WHEREAS, an Intergovernmental Panel on Climate Change issued a special report on the impacts of global warming of 1.5°C above pre-industrial levels in October 2018 warning that global warming is likely to reach 1.5°C between 2030 and 2052 if it continues to increase at the current rate.

WHEREAS, the United Nations climate science body said in a monumental climate report that we have only until 2030 to make massive and unprecedented changes to global energy infrastructure to limit global warming to moderate levels; and

WHEREAS, the United States government released its Fourth Annual Climate Assessment in November 2018 reporting that the impacts of climate change are already being felt in communities across the country, and that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems, and social systems that provide essential benefits to communities; and

WHEREAS, conservative estimates by the world's climate scientists state that, to achieve climate stabilization and avoid cataclysmic climate change, emissions of greenhouse gases (GHGs) must be brought to 80-95% below 1990 levels by 2050; and

WHEREAS, presently the environmental, health, and social costs of carbon emissions are not included in prices paid for fossil fuels, but rather these externalized costs are borne directly and indirectly by all Americans and global citizens; and

WHEREAS, to begin to correct this market failure, Congress can enact the Energy Innovation and Carbon Dividend Act to assess a national carbon fee on fossil fuels based on the amount of CO<sub>2</sub> the fuel will emit when burned and allocate the collected proceeds to all U.S. Households in equal per-capita shares in the form of a monthly dividend; and

WHEREAS, for efficient administration, the fossil fuels fee can be applied once, as far upstream in the economy as practical, or at the port of entry into the United States; and

WHEREAS, as stated in the **Energy Innovation and Carbon Dividend Act**, a national, revenue-neutral carbon fee starting at a relatively low rate of \$15 per ton of CO<sub>2</sub> equivalent emissions and resulting in equal charges per ton of CO<sub>2</sub> equivalent emissions potential in each type of fuel or greenhouse gas should be assessed to begin to lower what are now dangerously high CO<sub>2</sub> emissions. The yearly

increase in carbon fees including other greenhouse gases, shall be at least \$10 per ton of CO2 equivalent each year, with the provision that the annual increase will be \$15 per ton of CO2 equivalent if statutory goals are not met; and

WHEREAS, the **Energy Innovation and Carbon Dividend Act** specifies that, in order to protect low and middle income citizens from the economic impact of rising prices due to the carbon fee, equal monthly per-person dividend payments shall be made to all American households (one-half payment per child under 19 years old) each month from the fossil fuel fees collected. The total value of all monthly dividend payments shall represent 100% of the net carbon fees collected per month; and

WHEREAS, the **Energy Innovation and Carbon Dividend Act** encourages market-driven innovation of clean energy technologies and market efficiencies which will reduce harmful pollution and leave a healthier, more stable, and more prosperous nation for future generations; and

WHEREAS, the **Energy Innovation and Carbon Dividend Act** will, after 12 years, lead to a decrease in America's CO2 emissions of 40 percent and preserve national employment; and

WHEREAS, border adjustments - carbon content-based levies on products imported from countries without comparable carbon pricing, and refunds to our exporters of carbon fees paid - can maintain the competitiveness of U.S. businesses in global markets; and

WHEREAS, a national carbon fee can be implemented quickly and efficiently, and will respond to the urgency of the climate crisis because the federal government already has in place mechanisms, such as the Internal Revenue Service, needed to implement and enforce the fee, and already collects fees from fossil fuel producers and importers; and

WHEREAS, A national revenue-neutral carbon fee would make the United States a leader in mitigating climate change and in the clean energy technologies of the 21st century and would provide incentive to other countries to enact similar carbon fees, reducing global CO2 emissions without the need for complex international agreements, and

NOW, THEREFORE, BE IT:

RESOLVED, that the City of \_\_\_\_\_, (state) \_\_\_\_\_ urges the United States Congress to enact without delay the **Energy Innovation and Carbon Dividend Act**, and

BE IT FURTHER RESOLVED, that the City Manager or City Clerk, no later than 30 days after passage of this Resolution, shall transmit copies of this resolution to the President and Vice President of the United States, to the Speaker of the House of Representatives, to the Majority Leader of the Senate, to

each U.S. Senator and Representative from the State of \_\_\_\_\_ in the Congress of the United States, and to nearby city and county governments urging that they pass similar resolutions.

PASSED AND ADOPTED as a resolution of the City Council of the City of \_\_\_\_\_, State of \_\_\_\_\_ at its regularly scheduled meeting held on \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Health Officer Recap  
February 2021

- Weekly meetings with Dept. of Agriculture Liaison Ben Wierick. Reviewed Inspection reporting process and expectations. Began updating reporting process to Dept. of Agriculture. Began updating Borough Retail Food Establishments into Department of Agriculture data bank. Conducted (2) mock inspections as part of calibration process.
- Began updating all 2021 Food Establishment licenses to include current Health Officer contact information.
- Reviewed expansion plans for Rock God Brewing Company kitchen expansion.
- Responded to questions from potential Farmer's Market tenant.
- Conducted follow-up visit on complaint from previous month.
- No new complaints received.

Respectfully submitted  
*Robert Strachko*