



**DRIVE Board Meeting Minutes**  
June 2nd, 2021

**MEMBERS PRESENT:** Al Neuner, Dan Knorr, Dave Park, Dean Girton, Greg Cole, Jeb Stotter, Jeff Reber, Jennifer Wakeman, Lance Diehl, Leslie Temple, Sam Schiccatano (via phone), Susan McGarry Trevor Finn

**MEMBERS ABSENT:** Joe Kantz

**GUESTS PRESENT:** Harold Hurst, Tim Hippensteel (Project Manager), Betsy Reichenbach (Business Outreach Manager), Aidan McDonald (Facilities Manager), Amanda Schell (Administrative Assistant).

The meeting was called to order by Jeb Stotter at 8:33 am.

Jeb Stotter asked for public comment on agenda items. Hearing none, the board proceeded with its business.

**MINUTES:**

- May 5th 2021 Board Meeting: Motion by Dean Girton to accept the minutes, Jeff Reber seconded the motion; carried unanimously.
- May 20th 2021 Special Board Meeting: Motion by Leslie Temple to accept the minutes, Al Neuner seconded the motion; carried unanimously.

**TREASURER'S REPORT**

Dan Knorr presented the Treasurer's Report.

He noted no extraordinary items to report. Dan conveyed that funds will be moved from DRIVE's checking account into the investment account in the near future.

Jennifer Wakeman noted that expenditures were standard for the previous month. She added that Broadband incomes were recently reclassified, with one column reporting overall income and itemized county incomes contributing to that overall figure. This will streamline the reporting process for this income line item.

Motion to approve the Treasurer's Report made by Lance Diehl, seconded by Dave Park; carried unanimously.

**STAFF REPORTS:**

## **Executive Director's Report**

Jennifer Wakeman reported she recently attended the Tuscarora Grain ribbon-cutting event in Columbia County. Since 2020, the business has had 15,000 tons of product come into the facility from around the country. And they look forward to continued business success.

A recent Daily Item article highlighted Andy Oakes' business Fresh Roasted Coffee and their recent move into DRIVE's Sunbury Textile. The project will see an overall investment of \$1.7M and 15 new jobs in the first year.

Jennifer mentioned minor delays on Project Watchdog & Project Underground due to a backlog in the appraisal industry. She continues to work on two new significant leads with Focus Central Pennsylvania – Project Ocean Wave & Project Win –and will share details in the coming months as the projects advance.

Additionally, Jennifer encouraged attendance at the upcoming Focus Industrial Development Forum's live online event to be held June 22. Also, she shared that she will be out of the office the week of June 13.

## **Business Retention & Expansion Plan**

Betsy Reichenbach provided an update on the Business Retention & Expansion (BR&E) Plan, clarifying that the initial stages of the plan will give insight for future strategies in the business sector.

Jeff Reber asked if businesses Betsy has spoken with are experiencing similar struggles. Betsy responded that "workforce" and "staffing issues" are recurrent themes in her conversations with business leaders.

Dave Park and Dan Knorr mentioned the need to communicate with local high schools (and higher education) about workforce and education coordination. Jennifer Wakeman discussed DRIVE's current efforts in facilitating communication between schools and business and also mentioned the coalition of employers we work with that provide data on the types of skills they desire in their employees.

Susan McGarry spoke about the impediments to employment that families face due to the lack of affordable childcare in our region and recommended that Betsy connect with Diana Verbeck and her committee to learn more about work in this area.

Dan Knorr mentioned that Bloomsburg University has partnered with the Columbia-Montour Chamber of Commerce and local businesses to provide education and trainings to address workforce needs.

## **COMMITTEE REPORTS:**

### **Nominating Committee – Vacant Northumberland County Seat**

Lance Diehl referred to discussions made during the May 25<sup>th</sup>, 2021 DRIVE Nominating Committee meeting regarding possible candidates to fill the vacant Northumberland County Board of Directors seat. The Nominating Committee has decided to recommend Justin Ross of LIVIC Civil for the open seat.

Jennifer Wakeman gave a brief bio of the candidate, mentioning his role as an Ambassador for Focus Central Pennsylvania, the number of boards on which he sits, and his overall commitment to economic development initiatives in the area. Jennifer noted that the Northumberland County Board of Commissioners would need to approve this appointment.

*Motion to recommend Justin Ross to the Northumberland County Board of Commissioners for appointment to the DRIVE Board of Directors made by Lance Diehl, seconded by Leslie Temple; carried unanimously.*

### **Property Committee**

Jennifer Wakeman reported receipt of a signed sales agreement between Strong Industries' real estate holding company Power Yards and DRIVE to purchase Lot #3 of the subdivided Railroad Street property for \$25,000.

Jeb Stotter read the following Resolution (see Addendum A), which would authorize Jennifer Wakeman to execute the Real Estate Purchase Agreement (see Addendum B) and sell Lot 3 of the Railroad Street property:

Resolved that pursuant to Article 3, Section D of the Amended and Restated Articles of Agreement duly executed by the Boards of Commissioners of Columbia and Montour Counties, DRIVE shall sell and convey its property situate in Danville, Montour County, Pennsylvania, identified as Lot 3 on the DRIVE Minor Subdivision Plan filed in the Office of the Recorder of Deeds of Montour County at 1739-2020 a portion which marked Exhibit "A" attached hereto, and incorporated herein by reference (the "Property"). for the sum of \$25,000.00 pursuant to the terms and conditions of the unsigned Real Estate Purchase Agreement that is attached hereto and incorporated herein as though set forth at length.

Further Resolved, that DRIVE's Executive Director Jennifer Wakeman is authorized to execute the Real Estate Purchase Agreement and to take all further action as may be necessary or convenient to fully perform all the obligations of DRIVE contained therein.

Motion to approve the above Resolution authorizing Jennifer Wakeman to execute the sale of Lot 3 on the DRIVE Minor Subdivision Plan made by Dave Park, seconded by Trevor Finn; carried unanimously.

Aidan McDonald provided an update on recent Railroad Street office upgrades and also noted progress on StartUp Danville, with Bucknell's SBDC expansion there slated to begin soon. Additionally, Aidan will attend a Danville Zoning Hearing Board meeting tonight in support of DRIVE's application for a Zoning Variance to erect a sign in front of the Railroad Street offices. If the variance is approved, the stand alone sign will arrive in 4-6 weeks and will be displayed at the front of the building.

### **Broadband Committee**

Tim Hippensteel gave details on recent broadband progress. Hayden completed power work at the Columbia 02 site yesterday. The pole arrived to the Orangeville site recently and will be installed the week of June 14<sup>th</sup>.

Dan Knorr asked about Columbia 02 and if that signal will be sent to Orangeville and Benton. Tim confirmed that it will. Dan also inquired about the Columbia County extension's expansion on the Lycoming County tower. Tim updated that the extension is in progress.

Lance Diehl and Jeff Reber asked about getting reporting by county on the utilization rates, possibly on a quarterly basis. Tim will approach SkyPacket for this data to present to serviced counties.

Lance Diehl inquired about advertising for this project. Jennifer Wakeman responded that SkyPacket has not yet begun actively marketing their services because they are still working through their backlog and following up with word-of-mouth customers.

### **Old Business**

Jeb Stotter asked if there was any old business for the board. Greg Cole requested an update on the Days Inn property. Jennifer Wakeman reported no progress, as arrangements still need to be made for her to sign for transfer of deed for the property.

### **New Business**

Jeb Stotter announced that fellow Board Member and Columbia County Commissioner Chris Young submitted his resignation from DRIVE effective June 1st, 2021. Jeb noted that no Board action is required when a fellow Board Member resigns and that Columbia County will now be obligated to nominate one Commissioner to sit on the DRIVE Board.

At 9:22 am, Jeb Stotter made a motion to adjourn.

**NEXT MEETING:** The DRIVE Board meets again on July 7th, 2021 at 8:30 a.m. at 418 Railroad

Street, Danville

Respectfully Submitted,

Dean Girton, Secretary

## **Addendum A**

# **RESOLUTION**

Resolved that pursuant to Article 3, Section D of the Amended and Restated Articles of Agreement duly executed by the Boards of Commissioners of Columbia and Montour Counties, DRIVE shall sell and convey its property situate in Danville, Montour County, Pennsylvania, identified as Lot 3 on the DRIVE Minor Subdivision Plan filed in the Office of the Recorder of Deeds of Montour County at 1739-2020 a portion which marked Exhibit "A" attached hereto, and incorporated herein by reference (the "Property"). for the sum of \$25,000.00 pursuant to the terms and conditions of the unsigned Real Estate Purchase Agreement that is attached hereto and incorporated herein as though set forth at length.

Further Resolved, that DRIVE's Executive Director Jennifer Wakeman is authorized to execute the Real Estate Purchase Agreement and to take all further action as may be necessary or convenient to fully perform all the obligations of DRIVE contained therein.

## Addendum B

### REAL ESTATE SALES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between **DRIVE**, Council of Governments, of 418 Railroad Street, Suite 101, Danville, Pennsylvania 17821, hereinafter called SELLER and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, its successors and assigns, hereinafter called BUYER.

#### WITNESSETH:

IN CONSIDERATION of the purchase price hereinafter described, the promises exchanged herein, performances and forbearances of the parties in reliance thereon, and for other good and sufficient consideration, the receipt of which is mutually acknowledged, the parties hereto, intending to be legally bound thereby, covenant and agree that Seller agrees to sell and convey to Buyer, who agrees to buy, the real property in Danville, Montour County, Pennsylvania, identified as Lot 1 on the DRIVE Minor Subdivision Plan filed in the Office of the Recorder of Deeds of Montour County at 1739-2020 a portion which marked Exhibit "A" attached hereto, and incorporated herein by reference (the "Property").

Intending to be legally bound and in consideration of their mutual covenants and promises, the parties agree that the terms and conditions of said sale and purchase are as follows:

1. **Purchase Price.** The total purchase price to be paid by Buyer to Seller on or before July 1, 2021 ("Closing") is Twenty-five Thousand (\$25,000.00) Dollars. Payment shall be made by certified check or by other immediately available funds not less than twenty-four (24) hours prior to Closing unless other arrangements shall be made for payment.
2. **Deposit.** Buyer will, at the time of signing this document, put down ten (10%) percent of Purchase Price, Two Thousand Five Hundred (\$2,500.00) Dollars as a "good faith" deposit (the "Deposit"). This amount will be credited toward the final purchase price at Closing.
3. **Time and Place of Closing.** Closing shall be held at 418 Railroad Street, Suite 101, Danville, PA 17821 on or before July 1, 2021 at the Seller's offices at the address set forth above.
5. **Good and Marketable Title.**

(a) Seller shall grant and convey good and marketable title to the Property to the Buyer and such title as will be insured by any responsible title insurance company at regular rates, and the said title to be conveyed by the Seller shall be free and clear of all liens, encumbrances, reservations, conditions, restrictions and easements, except the following:

easements of any kind including easements of record; recorded agreements and covenants; zoning ordinances and regulations; statutes and/or ordinances now passed or which may hereafter be passed relating to the opening, closing, widening, narrowing, paving or changing the grade or building line of streets or directing other municipal improvements or restricting the use of said premises in any way, privileges, licenses or rights of public utility and public service companies, and rights of way visible upon inspection. Seller shall deliver a good and sufficient deed to the Property to Buyer at settlement. The warranty provisions in the deed shall be special.

(b) Notwithstanding the foregoing, the deed will contain the covenants and restrictions set forth on the Covenants and Restrictions, a true and correct copy of which, marked Exhibit "B" is attached hereto and incorporated herein by reference.

(c) Title will also be subject to a Cross Easement as shown on Exhibit "A".

(d) At Closing buyer shall execute a Non-disturbance Agreement with respect to the Private Access Road ("PAR") currently under the control of Montour County ("County") pursuant to the terms of a Lease Agreement between DRIVE and the County dated September 24, 2018 pursuant to which Buyer acknowledges and agrees that it shall not excavate within the right of way of the PAR or otherwise disturb the surface of the PAR until such time as the Lease is terminated.

#### **6. Closing Costs.**

(a) Pennsylvania Realty Transfer Taxes shall be shared equally by the parties.

(b) Local Realty Transfer Taxes, if any, shall be shared equally by the parties.

(c) Buyer shall pay the cost of securing financing and recordation of the Deed.

(d) Seller shall pay the cost of the preparation of the Deed.

(e) Real property taxes shall be apportioned to the parties according to the tax years of the taxing bodies.

(f) Buyer shall pay for the cost of its legal counsel.

(g) Seller shall pay for the cost of its legal counsel.

**9. Risk of Loss.** Full coverage casualty insurance on the improvements to the real estate shall be maintained by Seller. Risk of loss prior to settlement shall be on Seller. In the event of loss or damage to the improvements, Buyer shall have the option of rescinding this Agreement and receive all monies paid on account or accept the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller.

**10. Default.** A default shall be the failure by either the Buyer or the Seller to perform in accordance with the provisions of this Agreement. In the event of default by either party, the non-defaulting party's sole and exclusive remedy is the recovery or retention of the Deposit.



11. **Property Inspection.** Buyer has inspected the Property and conducted all such “due diligence” as Buyer deems necessary. Buyer acknowledges that the Seller does not plan to conduct any inspections and that Seller is under no duty to conduct any inspections to discover any defects prior to the sale. The Property is being purchased “as is” with no express or implied representations or warranties by the Seller as to physical conditions, quality of construction, workmanship, or fitness for any particular purpose.

12. **Realtor Contract.** The parties represent that neither has contracted for or otherwise utilized the services of a real estate agent or broker, or any other person or entity who or which would be entitled to claim a professional fee with respect to the negotiation or closing of this Agreement, other than their respective legal counsel.

13. **Descriptive Headings.** The descriptive headings used herein are for convenience only. They shall have no effect whatsoever in determining the rights or obligations of the parties.

14. **Severability.** If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation.

15. **Modification.** This Agreement, except as provided herein, may be amended or modified only by a written instrument signed by both parties in the same formality as this Agreement. The amendment or modification shall be binding on and inure to the benefit of the respective legatees, devisees, heirs, executors, administrators, assigns and successors in interest of the parties.

16. **Waiver of Conditions.** No waiver, expressed or implied, or any breach hereunder shall be deemed as continuing waiver or as consent to any subsequent breach.

17. **Assignment.** This Agreement shall not be assigned or transferred by Seller or Buyer without the written consent of the other party.

18. **Recording.** Neither this Agreement, nor any memorandum hereof, shall be recorded in any office for the public recordation of instruments affecting real estate.

19. **Choice of Law.** The parties agree that this Agreement shall be deemed to have been made and entered into in Montour County and the Commonwealth of Pennsylvania, and shall in all respects be interpreted, enforced and governed under the laws of Pennsylvania without regard to conflict of laws principles. Buyer hereby waives any objections to the jurisdiction and venue of the courts in or for Montour County, Pennsylvania, including any objection to personal jurisdiction, venue, and/or forum non-conveniens, in any proceeding and by the Seller to enforce his rights under filed in or for Montour County, Pennsylvania. Buyer agrees not to object to any action filed by the Seller to remove any action filed by Buyer from a forum or court not located in Montour County, Pennsylvania.

20. **Binding Agreement.** The parties hereto intend to be legally bound and to bind their heirs, executors, administrators, successors and assigns to the faithful performance of this Agreement.

21. **Entire Agreement.** The entire agreement of the parties is contained herein, and there are no other terms, conditions, covenants, representations, statement, oral or otherwise, of any kind whatsoever.

IN WITNESS WHEREOF, the parties have signed and sealed this agreement the day and year first above set out.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Seller:

DRIVE, a Council of Governments

BY: \_\_\_\_\_

Buyer:

\_\_\_\_\_

BY: \_\_\_\_\_

**Exhibit "A"**  
Legal Description

Beginning at an iron pin set in line of lands of the SEDA COG Joint Rail Authority; then by lands of DRIVE **south 70 degrees 11 minutes 04 seconds west 97.39 feet** to a railroad spike set; then by lands of Power Yards Real Estate, LP the following four courses and distances:

1. along the eastern edge of a 40 foot wide cross easement **north 39 degrees 55 minutes 45 seconds west 190.66 feet** to a mag nail set;

2. **north 37 degrees 58 minutes 36 seconds west 82.11 feet** to a mag nail set;

3. **north 34 degrees 07 minutes 22 seconds west 134.87 feet** to a railroad spike set;

4. **north 44 degrees 18 minutes 49 seconds west 129.10 feet** to a railroad spike set;

then by lands of DRIVE **north 48 degrees 46 minutes 10 seconds east 113.58 feet** to a point;

Then by lands of the SEDA COG Joint Rail Authority the following five courses and distances:

1. **south 40 degrees 45 minutes 45 seconds east 35.29 feet** to a point;

2. **south 39 degrees 43 minutes 10 seconds east 163.35 feet** to a point;

3. **south 37 degrees 17 minutes 17 seconds east 158.40 feet** to a point;

4. **south 34 degrees 28 minutes 41 seconds east 192.72 feet** to a point;

5. **south 32 degrees 33 minutes 44 seconds east 23.20 feet** to the place of beginning;

Containing **1.37 acres** of land.

Being subject to and including a cross easement described in Deed Book 436 Page 257.

**Exhibit "B"**  
Covenants and Restrictions

1. **USE OF PREMISES.** The property shall be used by the Grantee, its successors and assigns, and the occupants thereof for industrial purposes or accessory uses related thereto only.
2. **SIGNAGE.** Plans and specifications for the construction, installation or alteration of all outdoor signs as to size, location, type and appearance are subject to the zoning ordinance of the Borough of Danville or such other ordinance enacted by the Borough of Danville applicable to signage and shall also be approved by DRIVE.
3. **OUTDOOR SCREENING.** Materials, supplies or products stored outside are to be surrounded by screening, approved in writing by DRIVE. The wall shall be two feet above stored materials or four feet in height, whichever is higher and which shall shield such stored items from view from a public street or adjoining properties.
4. **NOISE, ODOR, VIBRATION, SMOKE.** No use is allowed that would generate noise, odor, vibration, dust, smoke or other adverse offsite effect regulated by law except in compliance with all applicable federal, state and local law.
5. **ZONING AND OTHER REGULATIONS.** The restrictive and protective covenants contained herein are not the sole regulations that may apply to the development of lots within the property, although they represent the more significant ones. Other provisions within the Borough of Danville's Zoning and Subdivision Ordinances, and other federal, state and local codes may apply to developments within the property.
6. **MAINTENANCE.**
  - a. The owner of the property shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean and wholesome condition and comply in all respects with all government, health, fire and police requirements and regulations. Any owner will remove, at its own expense, any rubbish of any character whatsoever that may accumulate on said site or lot. In the event said owner fails to comply with any or all of the aforesaid specifications and/or requirements within a reasonable time after notification by registered or certified mail DRIVE, then, in addition to such other rights and remedies, DRIVE also shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards at the expense of the site owners and such expense shall constitute a lien upon the property.

- b. The owner of the property shall at all times keep the landscaping in good order. Should the owner of any site or lot fail to remedy a deficiency within ninety (90) days in the maintenance of the landscaping after notification by registered or certified mail from DRIVE, DRIVE expressly reserve the right, privilege and license to make any and all corrections or improvements in landscape maintenance at the expense of the site owner and any such expense shall constitute a lien upon the property.
7. **SEVERALBILITY.** If any provision of these Covenants and Restrictions is held invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect as if the invalid or unenforceable provision were not contained herein. In the event that a court of competent jurisdiction should determine that any covenant contained herein is unenforceable, then such court shall be empowered to reform such covenant in such a manner so that it is enforceable to the fullest extent consistent with the law and public policy and to grant any other relief, at law or in equity, as may be reasonably necessary to protect an aggrieved party hereto.
8. **EQUITY.** Grantee acknowledges violation of the covenants and restrictions herein set forth could cause irreparable harm for which monetary damages may be difficult to ascertain or an inadequate remedy. Grantee, therefore, agrees that Grantor shall be entitled, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement without the filing or posting of any bond or surety. Furthermore, Grantor shall recover costs of suit and reasonable attorneys' fees incurred in successfully enforcing its rights hereunder.
9. **COVENANTS RUNNING WITH THE LAND.** The foregoing covenants and restrictions shall continue in perpetuity as covenants and conditions running with the land regardless of the owner of the property.