

ORDINANCE NO. 2015-6
TAX ORDINANCE 2016

**AN ORDINANCE OF THE BOROUGH OF DILLSBURG, YORK
COUNTY, PENNSYLVANIA, FIXING CERTAIN TAX RATES
FOR THE NON-EXEMPT REAL PROPERTY AND
OCCUPATIONS FOR THE YEAR 2016**

BE IT ENACTED AND ORDAINED by the Council of the Borough of Dillsburg, York County, Pennsylvania, in accordance with the Consolidated Ordinances of the Borough of Dillsburg, and by virtue of the power and authority vested in said Council, as follows:

Section 1: Tax Levy

- A. Real Estate: There is hereby imposed and levied on all non-exempt real property located with the Borough of Dillsburg, for the fiscal year 2016, a tax calculated at the rate of 2.37 mills, based upon the assessed valuation as established by the Assessor for the Borough of Dillsburg, or in lieu thereof, as assessed by the York County Assessment Office.
- B. Occupational Assessment: There is hereby imposed upon the occupation of all residents of the Borough of Dillsburg, for the fiscal year 2016, a tax collected at the rate of 1200 mills, based upon the assessed valuation as established by the Assessor for the Borough of Dillsburg, or in lieu thereof, as assessed by the York County Assessment Office.

Section 2: Notice and Payment of Tax

On or before the first day of April 2016, the Tax Collector shall send to each person, upon whom tax is imposed in Section 1 hereof, a notice of tax due. Such notice may be consolidated with a notice of any other tax to be collected by the Tax Collector provided, however, that each tax shall be stated separately thereon.

Section 3: Rebated and Penalties

- A. Any taxpayer subject to the payment of a tax levied by this Ordinance shall be entitled to a discount of Two Percent (2%) of the amount of such tax upon making payment of the entire amount within two months after the date of the tax notice.
- B. A taxpayer subject to payment of a tax levied by this Ordinance who shall fail to make the payment of such tax with four months after the due date of the notice shall be charged a penalty of Ten Percent (10%), which penalty shall be added to the tax by the Tax Collector, and shall be collected by the Tax Collector.
- C. Real estate taxes, which remain unpaid by January 1st of the year following the year of imposition, shall be returned to the York County Tax Claim Bureau in accordance with the law.

Section 4: Effective Date

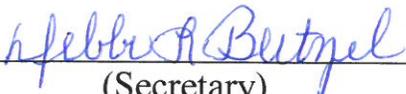
This Ordinance and the taxes imposed thereby shall become effective January 1, 2016

Section 5: Repealer and Severability

Any Ordinance or part thereof, conflicting with this Ordinance shall be, and hereby is, repealed insofar as it conflicts with this Ordinance. Further, the provisions of the Ordinance are severable. If any sentence, clause, or section of the Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionally, illegality, or invalidity shall not affect or impair any of the remaining provisions of the Ordinance. It is hereby declared to be the intent of the Borough Council of the Borough of Dillsburg that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, or section not been included herein.

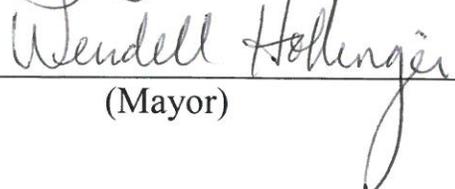
ENACTED AND ORDAINED this 8th day of December, 2015.

ATTEST:



(Secretary)



(President)


(Mayor)

ORDINANCE 2015-5

AN ORDINANCE OF THE BOROUGH OF DILLSBURG, YORK COUNTY, PENNSYLVANIA, AMENDING PORTIONS OF CHAPTER 8 OF THE DILLSBURG BOROUGH CODE ENTITLED FLOODPLAINS

BE IT ENACTED AND ORDAINED by the Council of the Borough of Dillsburg, York County, Pennsylvania, in accordance with the Consolidated Ordinance of the Borough of Dillsburg and by virtue of the power and authority vested in said Council, portions of Chapter 8 of the Borough Code shall be amended as follows:

§8-203. Application Procedures and Requirements.

Section 8-203.3.C (1) shall be amended to read:

- (1) The proposed lowest floor elevation of any proposed building be based upon National Geodetic Vertical Datum of 1988;

§8-211. Enforcement.

Section 8-211 shall be amended to add the following paragraph prior to §8-211(1):

The Building Permit Officer and/or Borough Manager, or either of the, are hereby appointed to administer and enforce the Ordinance and are referred to herein as the Floodplain Administrator. The Floodplain Administrator may: (A) fulfill the duties and responsibilities set forth in these regulations, (B) delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees, or (C) enter into a written agreement or written contract with another agency or private section entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

In the absence of a designated Floodplain Administrator, the Floodplain Administrator duties are to be fulfilled by the Chief Executive Officer.

§8-301. Identification.

Section 8-301 shall be amended to read as follows:

The Identified Floodplain Area shall be any areas of the Borough of Dillsburg, classified as Special Flood Hazard Areas (SFHAs) in the Flood Insurance Study (FIS) and the accompanying Flood Insurance Rate Map (FIRMs) dated December 16, 2015 and issued by the Federal Emergency Management Agency (FEMA) or the most recent revision thereof, including all digital data developed as part of the Flood Insurance Study

§8-302. Description of Floodplain Areas.

Section 8-302 shall be amended to add the following language:

- E. In Zone A, in the absence of FEMA BFE data and floodway data, consider other available data as basis for elevating residential structures to or above base flood level, and for floodproofing or elevating nonresidential structures to or above base flood level.

§8-303. Changes in Identification of Area.

Section 8-303 shall be amended completely to read as follows:

The identified floodplain area may be revised or modified by the Borough Council when studies or other information provided by a qualified agency or person documents the need for such revision. However, prior to any change to the Special Flood Hazard Area, approval must be obtained from FEMA. Additionally, as soon as practicable, but not later than six (6) months after the date such information becomes available, the Borough shall notify FEMA of the changes to the Special Flood Hazard Area by submitting technical or scientific data.

§8-401. General.

Section 8-401 shall be amended to add the following language and paragraphs, thereby re-numbering the last paragraphs:

2. No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless all adjacent municipalities which may be affected by such action have been notified by the municipality, and until all required permits or approvals have first been obtained from the Department of Environmental Protection Regional Office. In addition, FEMA and the Pennsylvania Department of Community and Economic Development, shall be notified prior to any alteration or relocation of any watercourse.
3. All subdivision proposals and development proposals containing at least 50 lots or at least 5 acres, whichever is the lesser, in identified floodplain areas where base flood elevation data are not available, shall be supported by hydrologic and hydraulic engineering analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision and Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant.
4. Any new construction, development, uses or activities allowed within any identified floodplain area, shall be undertaken in strict compliance with the provisions contained in this Chapter and any other applicable codes, ordinances and regulations.
5. No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless it can be shown that the activity will not reduce or impede the flood carrying capacity of the watercourse in any way.

§8-402(A). Recreational Vehicles in Zones A, A1-30, AH and AE.

Section 8-402(A) entitled Recreational Vehicles in Zones A, A1-30, AH and AE shall be added to the Ordinance as follows:

1. Recreational Vehicles in Zones A, A1-30, AH and AE must either:
 - A. be on the site for fewer than 180 consecutive days, and
 - B. be fully licensed and ready for highway use, or
 - C. meet the Permit requirements for manufactured homes.

§8-404. Design and Construction Standards.

Section 8-404 shall be amended to add the following language:

- N. In addition to the above, if any proposed construction or development is located entirely or partially within any identified floodplain are, applicants for Permits shall provide all the necessary information in sufficient detail and clarity to enable the Floodplain Administrator to determine that:
 - (1) all such proposals are consistent with the need to minimize flood damage and conform with the requirements of this and all other applicable codes and ordinances;
 - (2) all utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage;
 - (3) adequate drainage is provided so as to reduce exposure to flood hazards;
 - (4) structures will be anchored to prevent floatation, collapse, or lateral movement;
 - (5) building materials are flood-resistant;
 - (6) appropriate practices that minimize flood damage have been used; and
 - (7) electrical, heating, ventilation, plumbing, air condition equipment and other service facilities have been designed and located to prevent water entry or accumulation.

§8-801. General.

Section 8-801 shall be amended to change the definition of FLOODWAY and to add the following definitions:

BASE FLOOD – a flood which has a one percent (1%) chance of being equaled or exceed in any given year (also called the “100-year flood” or 1% annual chance flood).

BASE FLOOD ELEVATION (BFE) – the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-30 that indicates the water surface elevation resulting from a flood that has a one percent (1%) or greater chance of being equaled or exceeded in any given year.

FLOOD INSURANCE RATE MAP (FIRM) – the official map on which the Federal Emergency Management Agency as delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

FLOODWAY – the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

LOWEST FLOOR – the lowest floor of the lowest fully enclosed area (including basement). An unfinished, flood resistant partially enclosed area, used solely for parking of vehicles, building access, and incidental storage, in an area other than a basement area is not considered the lowest floor of a building, provided that such space is not designed and built so that the structure is in violation of the applicable non-elevation design requirements of this ordinance.

RECREATIONAL VEHICLE – a vehicle which is:

- a. built on a single chassis;
- b. not more than 400 square feet, measured at the largest horizontal projections;
- c. designed to be self-propelled or permanently towable by a light-duty truck;
- d. not designed for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

SPECIAL FLOOD HAZARD AREA (SFHA) – means an area in the floodplain subject to a one percent (1%) or greater chance of flooding in any given year. It is shown on the FIRM as Zone A, AO, A1-30, AE, A99 or AH.

START OF CONSTRUCTION – includes substantial improvement and other proposed new development and means the date the Permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days after the date of the Permit and shall be completed within twelve (12) months after the date of issuance of the Permit unless a time extension is granted, in writing, by the Floodplain Administrator. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land

preparation, such as clearing, grading, and filing; nor does it include the installation of streets and walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

VIOLATION – means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR § 60.3(b)(5), (c)(4), (c)(10), d(3), E(2), E(4) or E(5) is presumed to be in violation until such time as that documentation is provided.

All other provisions of Chapter 8 of the Borough Code shall remain unchanged and in full force and effect.

Repealer. Any Ordinance or part of any Ordinance that is in conflict with this ordinance is hereby repealed. All Ordinances not inconsistent with this Ordinance shall be and remain in full force and effect.

Severability. If any provision of this Ordinance, or application thereof to any person, is held invalid, such invalidity shall not affect the provisions of the Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this ordinance are hereby declared to be severable.

Effective Date. **THIS ORDINANCE** shall take effect on the earliest day and date after enactment permitted by law.

THIS ORDINANCE shall become effective on December 9, 2015.

DULY ENACTED AND ORDAINED this 8th day of December 2015.

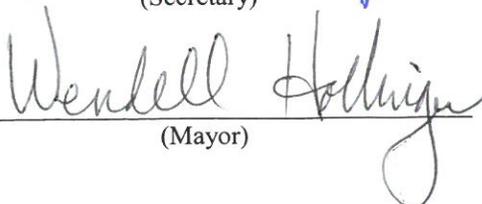
ATTEST:



(Secretary)



(President)



(Mayor)

ORDINANCE 2015-4

AN ORDINANCE OF THE BOROUGH OF DILLSBURG, YORK COUNTY, PENNSYLVANIA, AMENDING CHAPTER 15, PART 4, GENERAL PARKING REGULATIONS, OF THE BOROUGH CODE

WHEREAS, it is of the utmost importance that all streets in the Borough are accessible to emergency vehicles, and;

WHEREAS, all Borough Streets must be safely accessible to normal traffic, and;

WHEREAS, there should be consistency with No Parking during winter events on all streets throughout the Borough;

NOW, THEREFORE, the following amendments and revisions to Chapter 15, Section 402 of the Dillsburg Borough Code shall be ordained and enacted as follows:

Section 15-402 is hereby amended to read as follows:

§15-402. Parking Prohibited in Certain Locations.

A) Parking shall be prohibited at all times in the following locations:

Street	Side	Between
Chestnut Street	East	From a point 170 feet south of its intersection with East Harrisburg Street, continuing in a southerly direction to a point 350 feet south of the intersection of Chestnut Street and East York Street
Chestnut Street	West	From a point at the intersection of Chestnut Street with East Harrisburg Street and continuing in a southerly direction to a point 350 feet south of the intersection of Chestnut Street and East York Street
Chestnut Street	West	A distance of 150 feet on either side of the entrance driveway serving the Dillsburg Elementary School.
South Baltimore Street	East	Intersection with Oak Avenue north to its intersection with Pheasant Ridge Road
South Baltimore Street	West	Borough boundary north of Oak Avenue north to a line extended west from the intersection of Pheasant Ridge Road
York Street	Both	Beginning at a point being the same as the eastern side of the intersection of East York Street with the unnamed one way north bound alley and

continuing in an easterly direction to its intersection with Chestnut Street

Clemens Drive South From Chestnut Street to Hollow Lane

Autumn Woods Ct South From 210 Autumn Woods Ct to 212 Autumn Woods Ct

West Franklin St South From the intersection with Baltimore Street to Bomar Alley

Beaver Street West A distance of 50 feet on the south side of the entrance serving Green Meadows

B) Parking shall be prohibited at all times during certain periods in the following locations:

Street	Side	Between	Periods
West Hanover St	North	From South Baltimore Street to South Second Street	From December 15 th until March 15 th

Chapter 15, Part 4 of the Dillsburg Borough Code as previously enacted is hereby readopted in all other respects.

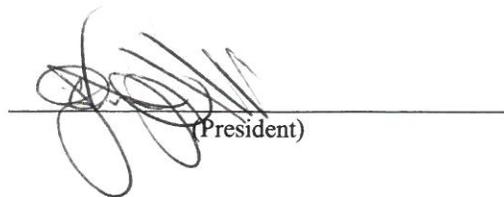
THIS ORDINANCE shall become effective October 23, 2015.

DULY ENACTED AND ORDAINED this 13th day of October 2015.

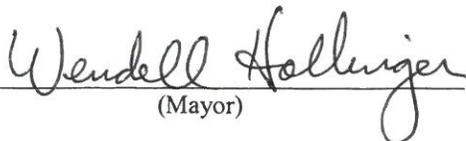
ATTEST:



(Secretary)



(President)



(Mayor)

ORDINANCE 2015-3

AN ORDINANCE OF THE BOROUGH OF DILLSBURG, YORK COUNTY, PENNSYLVANIA, AMENDING CHAPTER 2, PART 1, CUSTODY AND KEEPING OF ANIMALS AND FOWL, OF THE BOROUGH CODE

WHEREAS, in reviewing the Borough of Dillsburg's Ordinances it was decided that some updates were required;

NOW, THEREFORE, the following amendments and revisions to Chapter 2, Part 1 of the Dillsburg Borough Code shall be ordained and enacted as follows:

Section 2-103.B. is hereby amended to read as follows:

§2-104. Noise or Disturbance

Noise or Disturbance to be Controlled. It shall be unlawful for any person who is the owner or custodian of any fowl or animal to permit such fowl or animal to make any noise continuously and/or incessantly for a period in excess of 10 minutes, or to permit the making of such noise intermittently for 1/2 hour or more which noise for such a period or periods shall be considered a disturbance of other persons within the Borough, regardless of whether the fowl or animal is physically situated upon private property; provided, however, that no person is trespassing or threatening to trespass upon such private property upon which the fowl or animal is situated, and there is no other legitimate cause which justifiably provokes the fowl or animal.

Section 2-103.C. is hereby amended to read as follows:

§2-105. Befouling sidewalks or Property

Befouling Sidewalk or Property. It shall be unlawful for any person owning or having custody of any animal or fowl to knowingly, or negligently, permit such animal or fowl to defecate or urinate upon any public or private way, upon any structure situate in, or adjacent to, a private way, or upon the ground of any public or private property other than that of the owner or custodian of said animal or fowl. This Section shall not be effective if the owner or custodian shall within 5 minutes of the animal's or fowl's defecation dispose of any feces in a toilet or in a non-leaking container for deposit in a trash or litter receptacle.

Section 2-106 be added to read:

§2-106. Public Events

All animals are restricted and prohibited from public events. No person shall bring, carry, accompany, covey or transport pets, animals or reptiles, other than those actually participating in the event or which are certified service and/or Police dogs, within 100 feet of the route or site of such function.

Section 2-103.D. is hereby amended to read as follows:

§2-107. Penalty

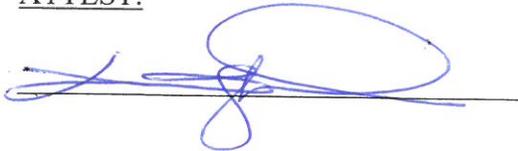
Any person, firm, corporation or other entity who shall violate any provision of this Part shall, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

Chapter 2, Part 1 of the Dillsburg Borough Code as previously enacted is hereby readopted in all other respects.

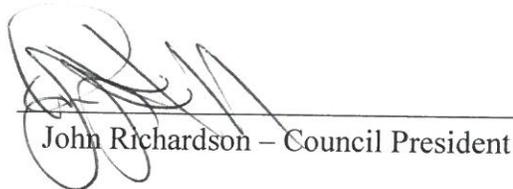
THIS ORDINANCE shall become effective October 14, 2015.

DULY ENACTED AND ORDAINED this 13th day of October, 2015.

ATTEST:




Debbi Beitzel – Secretary


John Richardson – Council President


Wendell Hollinger – Mayor

ORDINANCE NO. 2015-2

AN ORDINANCE OF BOROUGH OF DILLSBURG, YORK COUNTY, PENNSYLVANIA, AUTHORIZING AN AMENDED INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE IMPLEMENTATION OF THE YORK COUNTY REGIONAL CHESAPEAKE BAY POLLUTANT REDUCTION PLAN

BE IT ENACTED AND ORDAINED, and it is hereby enacted and ordained by the Council of the Borough of Dillsburg, York County, Pennsylvania (the “Municipality”), as follows:

SECTION 1: Intergovernmental Cooperation. The cooperation with other nearby municipalities to implement a Regional Chesapeake Bay Pollutant Reduction Plan and to share in the costs of administering it is hereby authorized.

SECTION 2: Agreement. The Intergovernmental Cooperation Agreement for the Implementation of the York County Regional Chesapeake Bay Pollutant Reduction Plan (the “Agreement”) is attached hereto as Exhibit “A” and incorporated herein by reference. Provisions of the Agreement, include but are not limited to, the following:

- a. The Purpose in the Background in Section 3.
- b. Duration and Term in Section 10.
- c. Financing in Section 8.
- d. Organizational Structure for implementation in Section 4.

The Municipality is hereby authorized to enter into the Agreement. Further, the Municipality may modify the Agreement by subsequent resolution.

SECTION 3: Adoption of Ordinance. This Ordinance is adopted pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. Section 2301 *et seq.*, and the authority granted herein shall continue from year to year while the Municipality cooperates pursuant to the Agreement.

SECTION 4: Staff and Officials. The staff and officials of the Municipality are directed and empowered to take all actions necessary or convenient to implement this Ordinance and the Agreement.

SECTION 5: Inconsistency. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 6: Effective Date. The Ordinance shall become effective five (5) days after date of enactment as provided by law.

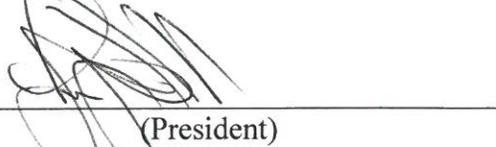
ENACTED AND ORDAINED by this 10th day of February, 2015.

ATTEST:

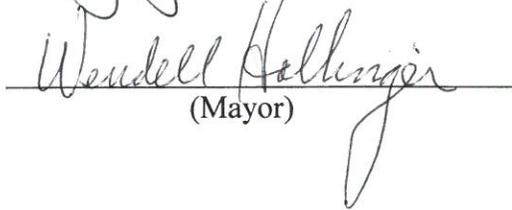
DILLSBURG BOROUGH



(Secretary)



(President)



(Mayor)

Exhibit A to Ordinance

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR THE IMPLEMENTATION OF THE
YORK COUNTY REGIONAL CHESAPEAKE BAY
POLLUTANT REDUCTION PLAN**

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR THE IMPLEMENTATION OF THE
YORK COUNTY REGIONAL CHESAPEAKE BAY
POLLUTANT REDUCTION PLAN**

THIS AGREEMENT is made this 10th day of February, 2015, by and among the York County Planning Commission (“YCPC”) and all of the municipalities executing this Intergovernmental Cooperation Agreement for the Implementation of the York County Regional Chesapeake Bay Pollutant Reduction Plan (“Agreement”)(collectively, the “Participants” or the “York County Stormwater Consortium” or the “Consortium”)(the YCPC and each Participant shall individually be referred to as a “Party” and shall collectively be referred to as the “Parties”). The list of Participants is included as Attachment “B” hereto, and shall be updated by Addendum as necessary.

This Intergovernmental Cooperation Agreement (the “Agreement”) is authorized and required pursuant to applicable law, including, but not limited to, 53 Pa.C.S. §2303.

BACKGROUND

A. Municipalities that hold a Pennsylvania Department of Environmental Protection (“DEP”) MS4 Permit (regarding stormwater discharges) are required to prepare and implement a Chesapeake Bay Pollutant Reduction Plan (“CBPRP”); and

B. YCPC has led a group of interested local government units through the process of developing a Regional CBPRP (the “Regional Plan”), as an alternative to each of the local government units developing their own Plan; and

C. Certain Best Management Practices (“BMPs”) are designed to control stormwater and improve water quality, and are required to be implemented as part of a Pollutant reduction plan; and

D. BMPs or BMP projects require capital expenditures, in some cases, significant capital expenditures; and

E. Participants desire to cooperate to effectuate the cost effective installation of BMPs in order to accomplish annual reduction(s) of nitrogen, phosphorous and sediment discharges into surface waters in York County; and

F. As set forth in this Agreement, all Participants shall share in the cost to implement stormwater and water quality Best Management Practices Projects (individually referred to as a “BMP Project” or collectively “BMP Projects”) that are selected by the Participants in accordance with the terms of this Agreement; and

G. The amount of annual financial contribution expected of each Participant is calculated based upon an agreed-upon formula set forth herein; and

H. Participants that hold an MS4 Permit shall be able to report the pollutant reductions achieved by construction of the BMP Projects funded by the Consortium. Such pollutant reductions may be reported in each Participant’s annual MS4 permit report to DEP. It is yet undetermined how the reductions will be allocated and/or reported; and

I. The content of the Regional Plan, including BMP Project selection and the level of funding for each BMP Project, shall be determined by the Participants as set forth herein; and

J. The Regional Plan approved by DEP, including any subsequent revisions/amendments thereto, is incorporated by reference herein; and

K. The purpose of this Agreement is to set forth the Parties’ agreement as to how the Parties will cooperate to create and revise the Regional Plan, interact with the regulatory agencies regarding MS4 permit requirements, how the Regional Plan will be implemented, how the Consortium will be governed, the process to withdraw, and the obligations of each Participant and the YCPC; and

L. The Parties agree and acknowledge that nothing in this Agreement, nor the resultant actions here from, shall prohibit, prevent, or interfere with any Participant's ability to comply with applicable Pennsylvania law and regulation, Federal law and regulation, applicable regulatory agency rules and policies, permit requirements, DEP directives, or United States Environmental Protection Agency directives, and local ordinance; and

M. All Participants shall adopt an Opt-In Resolution and an Ordinance approving this Agreement to effectuate their participation.

INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE AS FOLLOWS:

1. **Background**. All of the Background paragraphs hereto are incorporated herein by reference as if fully set forth at length.

2. **Condition Precedent**. Intentionally deleted, at the suggestion of DEP.

3. **Guiding Principles**.

a. The Parties have a mutual interest in restoring the impaired waters of the County and commit to work together in a cooperative manner to implement a Regional Plan that identifies and funds cost effective BMP Projects to reduce the annual amount of nitrogen, phosphorous and sediment entering impaired surface waters in York County, Pennsylvania as efficiently as possible.

b. The Parties agree that priority will be given to BMP Projects located in Participant jurisdictions (excluding non-participating local jurisdictions in York County) or located on York County-owned land. Only the Regional Committee, as defined herein, may revise the Regional Plan and the Annual Action Plan to include BMP Projects located in a non-Participant jurisdiction, by majority vote and where at least a quorum, defined as 50% of the Participants ("Quorum"), is present.

4. **Organization.**

a. **Participant Representation.** Each Participant shall designate a primary voting representative and an alternate to serve as the contact person(s) on all matters related to the Regional Plan. The name of and contact information for the representative and alternate shall be provided to the YCPC in writing, as well as any subsequent changes.

b. **Regional Committee.** The representatives designated by the Participants shall form the Regional Committee. The alternate shall be entitled to fully participate in all Committee meetings, but may vote only when the designated representative is unavailable.

c. **Management Committee.**

(i) Members. The Management Committee shall consist of seven (7) voting representatives (primary voting representatives only) from the Regional Committee and the designated representative of the YCPC to serve as Administrator for the Consortium (the "Administrator"). The Administrator shall be a participating but non-voting member of the Management Committee.

(ii) Election of Management Committee Members. The members of the Management Committee shall be elected at the Annual Meeting where a Quorum (defined in Section 3.b. above) is present. The Administrator shall solicit for volunteers interested in serving on the Management Committee from all Participants at least sixty (60) days prior to the Annual Meeting. The Administrator shall issue a slate of eligible (i.e. voting primary representative from Participant jurisdiction) and willing volunteer Management Committee candidates to all designated Participant representatives no less than thirty (30) days prior to the Annual Meeting. Each Participant present at the Annual Meeting shall be entitled to one (1) vote for each vacancy on the Management Committee.

Those nominated to serve on the Management Committee and receiving the highest number of votes shall be elected to the Management Committee. Oral voting shall be utilized and continue until all ties are broken.

(iii) Management Committee Term. The members of the Management Committee shall serve a term of one (1) year, to expire at the subsequent Annual Meeting. The Management Committee members shall serve a term of one (1) year, to begin on January 1 after election at the Annual Meeting, and which term shall expire on the following December 31 of that same calendar year. There is no limit to the number of terms that members may serve.

(iv) Management Committee Vacancy. Where a Management Committee member vacates his or her position prior to the end of the term, the Management Committee is authorized to unilaterally appoint an eligible Participant representative to fill the vacancy for the remainder of the term (i.e., December 31 of that year).

d. **Officers** - Members of the Management Committee shall elect officers, to include a Chair, Vice-Chair, Secretary and Treasurer. Those Officers shall perform the duties necessary to implement this Agreement and as generally envisioned by *Robert's Rules of Order*, latest edition. Generally, the Officers shall be responsible as follows:

(i) Chairperson – shall run the Management and Regional Committee meetings with the Administrator;

(ii) Vice-Chairperson – shall fill in for Chairperson, when requested, and serves at the discretion of the Chairperson;

(iii) Secretary – shall ensure that meeting minutes of the Management and Regional Committees are accurate and retained as a record; and

(iv) Treasurer – shall ensure that Consortium funds are disbursed in a timely fashion for legitimate expenses related to implementation and administration of the Regional Plan, and as approved by the Management and the Regional Committees.

The Officers shall serve a term of one (1) year, to begin on January 1 after election at the Annual Meeting, and which term shall expire on the following December 31 of that same calendar year. There is no limit to the number of terms that a representative may serve as an Officer on the Management Committee.

e. **Administration.** Staff of the YCPC will administer the activities of the Regional Committee and Management Committee at the direction of the Management and Regional Committees. The following are tasks that shall be undertaken and the responsibility of the YCPC, for which reimbursement shall be provided from the Consortium funds:

(i) Preparation and circulation to all Participants of minutes from all Regional Committee, Management Committee, and Subcommittee meetings.

(ii) Arrange, plan, and coordinate all Regional Committee, Management Committee, and Subcommittee meetings and/or conference calls.

(iii) Ensure that all applicable notice requirements are satisfied and advertisements are drafted and published as required by applicable laws, including, but not limited to, the Pennsylvania Sunshine Act.

(iv) Oversee, supervise, and administer BMP Projects funded by the Consortium to ensure funds are being spent as approved, on approved projects or project elements.

(v) Approve for payment and pay appropriate invoices submitted for BMP Projects approved for funding by the Regional Committee.

(vi) Draft any revisions to the Regional Plan for circulation and review by the Regional and Management Committees. Administer any such revisions.

(vii) Prepare all draft Regional Plan documents, revisions, updates, and any content requirements, as determined and directed by the Regional Committee for submission to PA DEP.

(viii) Prepare the MS4 CBPRP Annual Report related to and/or for the York County Regional CBPRP that is required in draft for review and approval by the Regional Committee at the Annual Meeting. Finalize and aid in the submission of the MS4 CBPRP Annual Report as directed by the Regional and Management Committees prior to the designated due date, as determined by PA DEP.

(ix) Calculate the Annual Contribution for each new Participant (in accordance with the Contribution Formula in Section 8.a.(ii) and as reflected in Attachment "A" (and any subsequent addenda to this Attachment) and issue an annual invoice to every Participant no later than November 15 for the following calendar year term.

(x) Collect all Annual Contributions from Participants and deposit all Annual Contribution funds into the Consortium Account, as described herein.

(xi) Manage and administer Consortium funds paid and deposited in the Consortium Account.

(xii) Retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years. Such records related to the Regional Plan and the activities undertaken pursuant to this Agreement shall be available for review and copying

by any Participant at the YCPC offices, upon submission of written request no less than five (5) business days prior to the desired date of review. Such written notice by a Participant is not required to comply with the then current Pennsylvania Right- to- Know Law.

(xiii) Prepare or cause to be prepared an annual:

(1) Financial Report of the Consortium funds and all expenditures;

(2) Progress Report related to all approved BMP Projects.

(xiv) Notify all Participants in writing of each Participant that has not paid the assigned annual financial contribution no later than March 30 of each calendar year.

(xv) Assist in identifying, and where appropriate, applying for, grant funding that can be used to fund Plan implementation and/or the actions and activities (excluding Administration) undertaken pursuant to this Agreement.

(xvi) Undertake other actions that may be necessary or convenient to implement the provisions of this Agreement.

5. **Meetings.**

a. Annual Meeting - There shall be an annual meeting of the Regional Committee every November (the "Annual Meeting"). The Annual Meeting shall occur following advance written notice to the Municipal representative and alternate of no less than sixty (60) days. Such Annual Meeting notice shall be provided by the Administrator to all Participants in accordance with applicable statute, and also may be provided by regular mail, facsimile or email using the contact information provided by each Participant.

b. The following business shall be conducted at the Annual Meeting, unless such business must be conducted at a Regular Meeting of the Regional Committee:

(i) Vote on BMP Projects to fund for the following calendar year (i.e. content of Annual Action Plan) and amount of funding to be allocated to each selected project, provided the Regional Committee shall not de-fund a multi-year project where construction has begun.

(ii) Vote on any proposed changes and/or revisions to the Regional Plan and the Annual Action Plan.

(iii) Presentation and approval of the Financial Report provided by YCPC.

(iv) Presentation and approval of the Progress Report provided by YCPC.

(v) Participant Update shall be presented by the Management Committee or the Administrator.

(vi) Review and approval of proposed budget prepared by the Administrator and Management Committee for the following calendar year.

(vii) Presentation of draft or final MS4 CBPRP Annual Report by YCPC.

(viii) Presentation of annual update by Subcommittees.

(ix) Presentation and vote on new Participant requests, including specified contribution amount(s) for each new Participant, as prepared and presented by YCPC and/or the Administrator.

(x) Establish dates for the quarterly Regular Regional Committee Meetings (referenced in Section 5.b. below) for the following calendar year.

Other business, as determined by the Management Committee, the Administrator, and/or the Participants may also be conducted at the Annual Meeting.

Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of Regional Committee Participants in attendance.

Each Participant in attendance shall be entitled to one (1) vote on all matters addressed at the Annual Meeting and for which a vote is taken, including but not limited to, BMP Projects to be added to or deleted from the BMP Project List, BMP Projects to be included in the Annual Action Plan for the following year, the funding allocation for selected BMP Projects, and other matters related to the Regional Plan and the Annual Action Plan. Participants in attendance at the Annual Meeting shall also elect the members to the Management Committee, which election shall occur as set forth in Section 4.c. above.

c. Regular Regional Committee Meetings –

(i) The Regional Committee shall also meet quarterly to conduct business related to the Regional Plan (“Regular Meetings”), unless such meeting is cancelled or the date is moved by the Management Committee (by simple majority vote of four (4) Management Committee members, which vote can be cast via electronic communication). Business at the Regular Meetings shall be approved by a simple majority vote of those in attendance at the meeting.

(ii) In addition to Regular Meetings, as set forth in (i) above, the Management Committee, or a majority of the members of the Regional Committee, may call for a Regional Committee meeting for any purpose arising from or related to this Agreement. Such meetings shall occur following advance

written notice of no less than fifteen (15) calendar days, which notice shall be provided to all Participants by the Administrator.

d. Quorum. A quorum (50% of all Participants as represented by a voting representative) is necessary for the Regional Committee to take official action.

e. Subcommittees. Subcommittees, such as a (i) Technical Committee and a (ii) Regulatory Committee may be established on an ad-hoc basis by the Management Committee.

f. Participant Request. The Parties and the Administrator recognize that some Participants may request technical support and/or regulatory representation under certain circumstances and will accommodate those requests.

g. YCPC Staff. YCPC personnel and staff shall be authorized to attend and participate in all meetings referenced herein.

6. **Authority of Management Committee.** Except as otherwise provided herein, the implementation of the Regional Plan pursuant to this Agreement shall be managed and governed by the Management Committee. In addition to the duties and authority referenced elsewhere in this Agreement, the Participants hereby delegate such functions, powers and responsibilities set forth below to the Management Committee:

a. Authorize payment of submitted invoices. All procurement rules applicable to the participating Municipality shall be applicable to the BMP Projects undertaken pursuant to this Agreement.

b. Ensure funded BMP Projects are constructed as approved, payments for the work are within the approved scope of each Project, and that payments are issued timely to the Participants.

c. Solicit suggested revisions to the BMP Project List and Annual Action Plan from all Regional Committee members and Participant jurisdictions at least 90 days prior to the Annual Meeting.

d. Propose a complete BMP Project list for the Annual Action Plan to Participants at the Annual Meeting.

e. Initiate review of the Regional Plan, at least once per year, at the Annual Meeting.

f. Administer this Agreement, as necessary, throughout Agreement term.

g. Convene and appoint persons to serve on any Subcommittee deemed necessary by the Management Committee to fulfill the obligations, actions and activities required in this Agreement.

The Management Committee shall follow all laws applicable to the Participants, including, but not limited to, the Sunshine Act, the Right-to-Know Law and the Public Official and Employees Ethics Act, and any and all other applicable laws. All actions of the Management Committee shall be approved by a majority of its seven (7) voting members. Regional Committee members shall be entitled to attend meetings of the Management Committee, which shall occur no less than four (4) times per year or more frequently as needed, following advance written notice to all members of the Management Committee and Regional Committee by regular mail, facsimile or email.

7. **Implementation of Agreement.**

a. **Participants' Obligations.**

(i) The Participant jurisdiction in which any specific BMP Project is located shall be responsible for the implementation of the BMP Project (including, but not limited to, design, permitting, construction, operation,

monitoring, and maintenance). Participants may contractually transfer such obligations for design, construction, operation and maintenance, and monitoring to qualified third parties, but the Participant jurisdiction where the BMP Project is located shall remain responsible to ensure that the contracted third parties are performing the required tasks satisfactorily. The Participants' obligations and accepted liability to the other Parties to this Agreement shall remain with the Participant. Such long-term future obligations of operation, maintenance and monitoring of BMP Projects funded by the Consortium set forth in this provision shall survive opt out (Section 8.a.(ix)) and/or termination.

(ii) The Participant jurisdiction in which any specific BMP Project is located shall be responsible to compile and timely submit any and all invoices related to BMP Projects to the Management Committee for review, approval, and payment.

(iii) Such Participant jurisdiction shall maintain the BMP Project documentation and submit copies of all records relative to the BMP Project, including the approved Stormwater Management BMP Operations and Maintenance Plan, annually, unless requested more frequently by the Administrator, to the Administrator, who will then update the Management Committee and all Participants on the status of the BMP Project. Within sixty (60) calendar days after completion of a BMP Project funded in whole or in part under funds collected pursuant to this Agreement, the Participant jurisdiction(s) where the BMP Project is located is required to submit copies of all documents that relate in any way to the BMP Project and that qualify as "public records" under

the then current Right-to-Know Law to YCPC for record retention and availability for public review.

(iv) If a BMP Project, not sponsored by a Participant, is to be implemented, such Project shall be subject to terms and conditions approved by the Management Committee and Administrator. The Management Committee and Administrator will seek to develop a form of agreement to be used in such instances. Where a Participant does not sponsor a BMP Project in its jurisdiction, that Participant shall not have any obligations as to that BMP Project pursuant to this Agreement and pursuant to its MS4 permit.

b. Enforcement Actions. If any compliance or enforcement action (including the pursuit of a civil penalty, issuance of an NOV, Order, or any other compliance notice or action) is initiated by either the Commonwealth or the Federal Government in any way related to the Regional Plan, the Annual Action Plan or implementation actions and activities undertaken pursuant to this Agreement and the relevant Participant permit requirements, the Regional Committee shall meet to discuss the enforcement action, whether any one or more Parties are responsible for the alleged violation(s), and determine what the Consortium's response action(s) shall be. Where the Administrator, YCPC, or the Management Committee become aware of a potential compliance issue or question, the Administrator shall send written notice to all Participants within three (3) business days, which notice shall include any and all correspondence (including hard, electronic, or telephone call notes/summary) from or with a regulatory entity (including, but not limited to, the York County Conservation District, DEP, the United States Environmental Protection Agency, and United States Fish and Wildlife Service). The Management Committee shall convene a special

meeting of the Regional Committee in accordance with applicable law, and within ten (10) calendar days of issuance of the notice referenced herein. Under this provision, where a Quorum is present and by majority vote of those present, the Regional Committee may unilaterally terminate the Agreement as to any Participant. Where this occurs, the terminated Participant(s)' contribution(s) to date shall be retained by the Parties in the Consortium Account and is thereby forfeited by the terminated Participant(s).

8. **Financing.**

a. Contributions by Participants

(i). Annual Contribution. Unless a Participant opts out pursuant to Section 8.a.(ix), below, each Participant shall provide annual funding to the Consortium pursuant to this Agreement in the amounts set forth in the Cost Sharing Summary ("Annual Contribution"), which is attached hereto as Attachment "A" and incorporated by reference herein. So long as a Participant does not opt out, Annual Contributions shall be made by each Participant jurisdiction on an annual basis, as set forth herein, through the Term (as defined below) of this Agreement.

(ii) Contribution Formula. The Parties have agreed that Annual Contributions from each Participant jurisdiction have been and shall be calculated as follows:

A. = Miles of Impaired Streams in Participant Jurisdiction x \$490.9135 per mile*

B. = 2010 Population per U.S. Census in Participant Jurisdiction x \$0.698622 per person*

C. = Acres of Impervious Coverage in Participant Jurisdiction x \$ 17.43491 per acre*

* round result to a whole number; no decimals

Total Contribution Over Five Years = A + B + C

Annual Contribution = (A + B + C) / 5¹

This formula and each Participant's Annual Contribution shall not be changed or revised through the Term (as defined below) of this Agreement.

(iii) Invoicing and Payment. Participants shall be invoiced by YCPC no later than November 15 each calendar year, and the Participants' respective contributions shall be due on or before February 28 of each year.

(iv) Non-Appropriation. Failure to budget and timely pay the contribution invoice issued by YCPC shall result in:

(a) Retention of Annual Contribution funds paid to date by the violating Participant jurisdiction by YCPC and the Consortium;

(b) Unilateral termination of this Agreement as to the violating Participant jurisdiction, following final notice and opportunity to cure, which shall be provided in writing by YCPC to the violating Participant jurisdiction;

(c) Submission of notice of termination as to the violating Participant jurisdiction to the PA DEP; and

¹ Miles of Impaired Stream in Participant Jurisdiction = 20% of contribution
(\$200,000 / total miles of Impaired streams (407,40371) = cost/ mile)

Population in Participant Jurisdiction = 30% of contribution
\$300,000 / total population (429,417) = cost/ person)

Impervious Coverage (by acre) in Participant Jurisdiction = 50% of contribution
\$500,000 / total impervious cover (28,678.09) = cost/acre)

(Cost/ mile x miles of impaired streams in PJ) + (Cost/ person x population in PJ) + (Cost/acre x acres of impervious cover in PJ) = Participant Jurisdiction Total Contribution over five (5) years

(d) If any BMP Project located in the violating Participant jurisdiction was approved for funding by the Consortium and Regional Committee, those funds may be reallocated to other BMP Projects by the Regional Committee by revision to the Annual Action Plan and/or the Regional Plan at the next Annual Meeting.

(v) Subsequent Participants (i.e. “opt in”). In only the third year of the Term and effective for the fourth & fifth years of the Term, any local government jurisdiction that chooses to opt in/execute this Agreement after the Effective Date shall:

(a) Contribute an Annual Contribution as calculated by the Administrator and approved by the Management Committee, which amount shall be the total of: application of the Contribution Formula to the jurisdiction for the full five-year term, divided by the number of years left on the Term of this Agreement. (For example, if a municipality would have owed \$500 over the Term of the Agreement (\$100/yr) based upon application of the Contribution Formula, and it opts in for the last 2 years of the Term, the municipality shall owe \$250/year as its Annual Contribution in years 4 and 5 of the Term.) The Participants reserve the right to charge a “Plan Revision Fee” to Participants that opt in, equal to and based upon administrative costs and expenses arising from the requested action;

(b) Make its Annual Contribution payment in accordance with this Agreement within thirty (30) calendar days of being approved to participate by the Management Committee; and

(c) Such Annual Contribution of such subsequent and additional Participant(s) shall not reduce the other Participants' Annual Contribution, and shall enable more BMP Projects to be implemented to further reduce annual pollutant loads of nitrogen, phosphorous and sediment entering impaired York County surface waters.

(d) A local government jurisdiction that has its own MS4 permit as of the Effective Date, but elects not to join the Consortium by the Effective Date, may not opt in/execute this Agreement during the initial Term.

(vi) Consortium Account. A separate Regional CBPRP bank account (the "Consortium Account") shall be established by the YCPC for the deposit of the Participants' Annual Contributions and the funds therein shall be used solely for reimbursement for eligible YCPC administrative costs and expenses as set forth herein and the implementation of BMP Projects identified in the Regional Plan. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Administrator and YCPC, with oversight and at the direction of the Management Committee. Such use of funds shall be for aspects of BMP Project implementation, as approved by the Regional Committee at the Annual Meeting. YCPC will be compensated for its administrative role in an amount not to exceed ten percent (10%) of the Annual Contributions in any one calendar year and only for reimbursable expenses in accordance with the terms of this Agreement.

(vii) Segregated Funds. All Parties agree that the Annual Contribution funds in the Consortium Account shall be kept separate and apart from any and all

other funds that may be acquired or utilized by YCPC and/or the Consortium, including, but not limited to, grant, loan, or donated funds. Grant, loan or donated funds shall be placed in separate Consortium accounts (each an “Additional Account”). It is the obligation of YCPC and the Administrator to maintain these funds and Additional Accounts separately and to account for and report use of these funds to the Regional Committee.

(viii) YCPC Reimbursement. The YCPC shall be reimbursed for invoiced costs and expenses, in accordance with Section 4.e., and upon approval of invoices for payment by the Management Committee. The YCPC shall not be reimbursed for attorney or legal fees, unless incurred (1) with pre-authorization of such engagement and expense by the Management Committee; (2) on behalf of the Consortium’s implementation of the Plan and this Agreement; and (3) at the direction of the Management Committee. YCPC shall not seek nor obtain reimbursement for actions, activities or costs that are otherwise paid for by grant, loan or other sources of money.

(ix) Opt Out. During the Term of this Agreement, where a Participant, which does not have an MS4 permit or has a MS4 permit waiver, is not satisfied with the Plan or the implementation of this Agreement, a Participant may opt out of the Plan and unilaterally terminate its participation in this Agreement in year 3 of the Agreement Term (i.e., 2017). Such opt out action shall only be effective where accomplished as follows:

(a) Submit written notice of intent to opt out and terminate to the Administrator and the Management Committee no less than sixty (60) days prior to the Annual Meeting for termination to begin January 1, 2018.

(b) Such written notice of opt out shall terminate this Agreement as to the opting out Participant on January 1, 2018.

(c) All Annual Contributions made to date by the Participant shall be automatically forfeited and shall become the property of the remaining Parties hereto.

(d) The Participant choosing to opt out at this stage shall pay a “Plan Revision Charge” of \$500, by certified funds to the Consortium Account.

b. Grants

(i) Any grants or donations received by the YCPC or the Consortium to implement stormwater BMP Projects included in the Regional Plan shall not reduce the Participants’ Annual Contributions, but rather, shall enable more BMP Projects to be implemented to further reduce annual pollutant loads of nitrogen, phosphorous and sediment entering impaired York County surface waters.

(ii) Each Participant agrees that it shall apply for grants as directed by its governing body and undertake any and all actions necessary to obtain them.

(iii) Upon receipt of such a Grant, the Municipality shall administer the Grant. Assistance with grant administration may be sought from the Management Committee or YCPC.

c. Donations

1. To the extent that donations to the Consortium can be obtained from any source, they shall be deposited into an Additional Account.

2. Such donations to the Consortium shall be utilized to fund BMP Projects identified in the Regional Plan.

d. **Payment Procedures for Funded BMP Projects**

Each BMP Project that the Regional Committee agrees to fund shall be assigned a Project Number and a Request for Payment form shall be prepared by YCPC. Invoices will be processed in accordance with the Standard Operating Procedure established for Processing Payments for Funded Regional CBPRP BMP Projects. This Procedure, including any subsequent revisions thereto, is incorporated by reference herein. A similar procedure will be utilized for processing YCPC administration invoices. Where the Participants are funding a portion (partial funding) of a BMP Project, Consortium funds shall be the last funds used or paid out by YCPC.

9. Effective Date.

a. The Effective Date of this Agreement shall be September 1, 2014, although it is recognized that all Participants may not have executed this Agreement and passed an ordinance authorizing the Agreement pursuant to 53 Pa.C.S. § 2303 (an “Authorizing Ordinance”) as of that date. It is the intent of the Parties that their cooperative efforts, including the conduct of meetings authorized or required by this Agreement, shall commence as of September 1, 2014, regardless of when each Participant executes the Agreement or passes an Authorizing Ordinance.

b. This Agreement shall become effective *as to each Party* upon execution and, where applicable, adoption of an Authorizing Ordinance.

c. Implementation of the provisions of this Agreement, affecting all Parties, such as scheduling and conducting the Annual Meeting, shall begin in the calendar year 2015, to allow time for all of the Parties to adopt their Authorizing Ordinance and the Agreement.

10. Term.

a. The term of this Agreement shall be five (5) years, beginning on the Effective Date (“Term”). All Participants approving this Agreement may participate for such time period, unless the Participant opts out or is terminated prior to the end of this Agreement Term as provided for herein.

b. This Agreement may be extended by those Participant jurisdictions desiring to participate for an additional term or terms, by resolution.

11. Termination and Wind-Up. In the event of termination of the Consortium established by this Agreement, either at the conclusion of the initial Term, or at the end of any additional extended term agreed to by the Parties, any funds remaining in the Consortium Account shall be returned to those Participants who are part of the Consortium at the time of termination based upon the same percentage (rounded to seven decimal digits) as was used in determining the Contribution Amount set forth in Attachment “A”, including any subsequent addendum necessitated by addition or reduction in the number of Participants (as reflected at the time of termination). Such funds shall be disbursed to the Participants remaining on the date of Termination no more than thirty (30) days after the date of Termination.

By way of example, using the initial cost sharing summary, Hellam Township's share (\$3,001) is 0.015005 of the total (\$200,000). Yorkana Borough's share (\$69) is 0.000345 of the total (\$200,000). These decimals would be used to allocate the refund of any remaining funds on termination of the Consortium.

12. Applicable Law. The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or

interpretation of this Agreement, shall rest with the York County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

13. Integration. This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

14. No Oral Modification. This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Participant jurisdiction, and as required by any applicable law of the Commonwealth.

15. Severability. No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

16. Representation by Counsel. This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that

they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

18. Execution by Facsimile or Electronic Scanning. Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

19. Fees and costs. The Parties agree to bear their own fees and costs in connection with or incurred related to the matters between them, and relating to this Agreement.

20. Signatures. The Parties hereto, and the undersigned individuals and/or representatives, represent and warrant that they have the authority to enter into this Agreement and be legally bound hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Cooperation Agreement for the Implementation of the York County Chesapeake Bay Pollutant Reduction Plan to be executed and effective on September 1, 2014.

WITNESS/ATTEST:

INSERT NAME OF MUNICIPALITY

Debbi L. Beitzel

By: 

Debbi L. Beitzel, Secretary
Print name and title

John Richardson, Council President
Print name and title

Signature date: February 10, 2015

Participation authorized by Ordinance No 2015-2, passed at a meeting of the governing body on February 10, 2015.

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ATTACHMENT “A”
COST SHARING SUMMARY

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YORK COUNTY REGIONAL CBPRP COST SHARING SUMMARY

Municipality Participating in Regional CBPRP	Municipal Five (5) Year Contribution	Municipal Annual Contribution
Carroll Township	\$14,775	\$2,955
Conewago Township	\$16,527	\$3,305
Dallastown Borough	\$6,795	\$1,359
Dillsburg Borough	\$4,608	\$922
Dover Borough	\$3,230	\$646
Dover Township	\$48,288	\$9,658
East Manchester Township	\$21,563	\$4,313
Fairview Township	\$41,186	\$8,237
Felton Borough	\$1,020	\$204
Glen Rock Borough	\$3,019	\$604
Goldsboro Borough	\$1,570	\$314
Hallam Borough	\$3,514	\$703
Hanover Borough	\$36,242	\$7,248
Hellam Township	\$15,003	\$3,001
Jackson Township	\$29,494	\$5,899
Jacobus Borough	\$2,520	\$504
Lewisberry Borough	\$798	\$160
Loganville Borough	\$1,944	\$389
Lower Windsor Township	\$12,083	\$2,417
Manchester Borough	\$4,684	\$937
Manchester Township	\$49,515	\$9,903
Monaghan Township	\$5,084	\$1,017
Mount Wolf Borough	\$2,746	\$549
Newberry Township	\$28,603	\$5,721
North Codorus Township	\$23,792	\$4,758
North York Borough	\$3,939	\$788
Penn Township	\$38,377	\$7,675
Red Lion Borough	\$11,130	\$2,226
Shrewsbury Township	\$18,145	\$3,629
Spring Garden Township	\$35,784	\$7,157
Springettsbury Township	\$72,693	\$14,539
Springfield Township	\$18,600	\$3,720
West Manchester Township	\$64,605	\$12,921
West Manheim Township	\$9,540	\$1,908
West York Borough	\$7,668	\$1,534
Windsor Borough	\$2,361	\$472
Windsor Township	\$27,992	\$5,598
Wrightsville Borough	\$4,334	\$867
Yoe Borough	\$1,420	\$284
York City	\$73,310	\$14,662
York County	\$153,835	\$30,767
York Haven Borough	\$1,179	\$236
York Township	\$58,742	\$11,748
Yorkana Borough	\$346	\$69
TOTALS:	\$982,602	\$196,520

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ATTACHMENT B / STATUS OF MUNICIPALITIES

Carroll Township	(MS4 Permit)
Conewago Township	(MS4 Permit)
Dallastown Borough	(MS4 Permit)
Dillsburg Borough	(MS4 Permit)
Dover Borough	(MS4 Waiver)
Dover Township	(MS4 Permit)
East Manchester Township	(MS4 Permit)
Fairview Township	(MS4 Permit)
Felton Borough	(Non-MS4)
Glen Rock Borough	(Non-MS4)
Goldsboro Borough	(MS4 Permit)
Hallam Borough	(MS4 Permit)
Hanover Borough	(Non-MS4))
Hellam Township	(MS4 Permit)
Jackson Township	(MS4 Permit)
Jacobus Borough	(MS4 Waiver)
Lewisberry Borough	(MS4 Waiver)
Loganville Borough	(MS4 Permit)
Lower Windsor Township	(MS4 Permit)
Manchester Borough	(MS4 Permit)
Manchester Township	(MS4 Permit)
Monaghan Township	(MS4 Permit)
Mount Wolf Borough	(MS4 Permit)
Newberry Township	(MS4 Permit)
North Codorus Township	(MS4 Waiver)
North York Borough	(MS4 Permit)
Penn Township	(Non-MS4)
Red Lion Borough	(MS4 Permit)
Shrewsbury Township	(Non-MS4)
Spring Garden Township	(MS4 Permit)
Springettsbury Township	(MS4 Permit)
Springfield Township	(MS4 Permit)
West Manchester Township	(MS4 Permit)
West Manheim Township	(Non-MS4)
West York Borough	(MS4 Permit)
Windsor Borough	(MS4 Permit)
Windsor Township	(MS4 Permit)
Wrightsville Borough	(MS4 Permit)
Yoe Borough	(MS4 Permit)
York City	(MS4 Permit)
York County	(MS4 Permit)
York Haven Borough	(MS4 Permit)
York Township	(MS4 Permit)
Yorkana Borough	(MS4 Permit)

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ORDINANCE 2015-1

AN ORDINANCE AMENDING THE ZONING MAP OF THE BOROUGH OF DILLSBURG, YORK COUNTY, PENNSYLVANIA.

WHEREAS, the Boundaries of the Borough of Dillsburg districts shall be as shown upon the map designated "Zoning Map – Borough of Dillsburg". The said map, and all the notations, references and other data shown thereon, are hereby incorporated by reference into Borough Code Chapter 27, Part 3, Section 27-302 as if all were fully described; and

WHEREAS, a purpose of said Ordinance is to promote coordinated and practical community development;

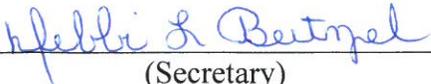
BE IT ENACTED AND ORDAINED, by the Council of the Borough of Dillsburg, York County, Pennsylvania, in accordance with the Code of the Borough of Dillsburg, and by virtue of the power and authority vested in said Council, that the Zoning Map of the Borough of Dillsburg be amended as follows:

A portion of tax parcel number 58000OC01170000000 will be changed from Conservation (C) to Commercial/Highway (C-H) per attached Legal Description of Zoning Adjustment.

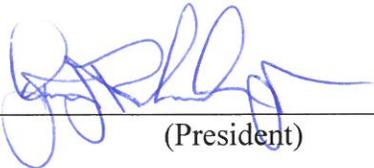
THIS ORDINANCE shall become effective at the earliest date allowed by law.

DULY ENACTED AND ORDAINED this 13th day of January 2015.

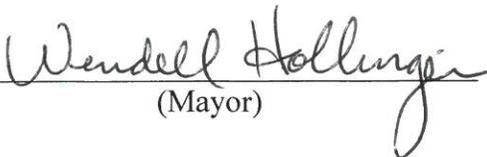
ATTEST:



(Secretary)



(President)



(Mayor)

TAX PARCEL NO. 58-OC-117
630 North U.S. Highway 15, Dillsburg, Pennsylvania 17019
Dillsburg Borough, York County

LEGAL DESCRIPTION OF ZONING ADJUSTMENT

ALL THAT CERTAIN parcel of land situated in Dillsburg Borough, York County, Pennsylvania, as depicted on a "PROPOSED ZONING EXHIBIT PLAN" prepared for David A. and Diane E. Miller as prepared by Lyons Surveying, LLC, Project No. 2014-44, dated October 23, 2014, bound and described as follows to wit:

PROPOSED CONSERVATION ZONING:

BEGINNING at a point along the Dillsburg Borough, York County and Carroll Township, York County line, at a common property corner of land now or formerly owned by Debra A. Racer (Deed Book 1943, Page 7628) (Tax Parcel 20-OC-134A) and at a common corner of land now or formerly owned by David A. and Diane E. Miller (Deed Book 2279, Page 6340) (Tax Parcel 58-OC-117);

THENCE along said Dillsburg Borough, York County and Carroll Township, York County line, along said Racer land and said Miller land by a bearing of South 81 degrees, 09 minutes, 50 seconds East (S 81°09'50" E) for a distance of 51.19' to a point, said point being along said Miller land, at a common property corner of said Racer land and at the northwest property corner of land now or formerly owned by Debra A. Racer (Deed Book 1943, Page 7804, Tract No. 1) (Tax Parcel 20-OC-134A);

THENCE crossing over said Miller land and eventually along land now or formerly owned by Darwin J. and Patricia A. Moyer (Deed Book 244, Page 459) (Plan Book HH, Page 779, Lot No. 3) (Tax Parcel 58-2-220W), along land now or formerly owned by Dale E. and Pauletta F. Weigle (Deed Book 770, Page 196) (Plan Book HH, Page 779, Lot No. 2) (Tax Parcel 58-2-220V), along land now or formerly owned by Robert S. and Diane K. Hershey (Deed Book 100, Volume A, Page 187) (Plan Book HH, Page 779, Lot No. 1) (Tax Parcel 58-2-220Q), along land now or formerly owned by Ann L. and David R. Santai (Deed Book 2218, Page 3189) (Tax Parcel 58-2-220J) and along land now or formerly owned by Eric F. and Kendra C. Tyson (Deed Book 2052, Page 4941) (Tax Parcel 58-2-220M), respectively from the origin of this call, by a bearing of South 34 degrees, 58 minutes, 38 seconds West (S 34°58'38" W) for a distance of 367.54' to a point, said point being along said Tyson land, at the southeast property corner of said Miller land and at the northeast property corner of land now or formerly owned by Hulda M. Miller Estate (Tax Parcel 58-OC-116);

THENCE along said Miller land and said Hulda M. Miller Estate land by a bearing of South 83 degrees, 39 minutes, 41 seconds West (S 83°39'41" W) for a distance of 410.71' to a point, said point being along said Miller land and along said Hulda M. Miller Estate land;

THENCE through said Miller land for the following two (2) courses and distances:

1. By a curve to the right having a radius of 2,803.69', an arc length of 328.52' and a chord bearing of North 56 degrees, 27 minutes, 34 seconds East (N 56°27'34" E) for a chord distance of 328.33' to a point;
2. By a bearing of North 59 degrees, 35 minutes, 18 seconds East (N 59°35'18" E) for a distance of 341.65' to a point, said point being at the point and place of beginning.

CONTAINING 72,000.28 square feet or 1.6529 acres.

PROPOSED COMMERCIAL/HIGHWAY ZONING:

BEGINNING at a point along the Dillsburg Borough, York County and Carroll Township, York County line, along land now or formerly owned by The Ruth Family Limited Partnership (Deed Book 1510, Page 5751) (Tax Parcel 20-OC-133), at a common property corner of land now or formerly owned by Debra A. Racer (Deed Book 1943, Page 7628) (Tax Parcel 20-OC-134A) and at a common corner of land now or formerly owned by David A. and Diane E. Miller (Deed Book 2279, Page 6340) (Tax Parcel 58-OC-117);

THENCE along said Racer land and said Miller land by a bearing of South 21 degrees, 44 minutes, 44 seconds West (S 21°44'44" W) for a distance of 205.20' to a point, said point being along said Miller land, at a common property corner of said Racer land and at the northwest property corner of land now or formerly owned by Debra A. Racer (Deed Book 1943, Page 7804, Tract No. 1);

THENCE through said Miller land for the following two (2) courses and distances:

1. By a bearing of South 59 degrees, 35 minutes, 18 seconds West (S 59°35'18" W) for a distance of 341.65' to a point;
2. By a curve to the right having a radius of 2,803.69, an arc length of 328.52' and a chord bearing of South 56 degrees, 27 minutes, 34 seconds West (S 56°27'34" W) for a chord distance of 328.33' to a point, said point being along said Miller land and along land now or formerly owned by Hulda M. Miller Estate (Tax Parcel 58-OC-116);

THENCE along said Miller land and said Hulda M. Miller Estate land by a bearing of South 83 degrees, 39 minutes, 41 seconds West (S 83°39'41" W) for a distance of 308.05' to a point, said point being along said Miller land and along said Hulda M. Miller Estate land;

THENCE through said Miller land for the following two (2) courses and distances:

1. By a curve to the right having a radius of 2,972.17, an arc length of 613.54' and a chord bearing of North 53 degrees, 53 minutes, 45 seconds East (N 53°53'45" E) for a chord distance of 612.45' to a point;
2. By a bearing of North 59 degrees, 35 minutes, 18 seconds East (N 59°35'18" E) for a distance of 500.89' to a point, said point being along said Miller land and along land now or formerly owned by The Ruth Family Limited Partnership (Deed Book 1510, Page 5751) (Tax Parcel 20-OC-133);

THENCE along said Miller land and said The Ruth Family Limited Partnership land by a bearing of South 33 degrees, 44 minutes, 42 seconds East (S 33°44'42" E) for a distance of 42.66' to a point, said point being at the point and place of beginning.

CONTAINING 154,438.02 square feet or 3.5454 acres.