ORDINANCE 2014-1

AN ORDINANCE OF THE BOROUGH OF DILLSBURG, YORK COUNTY, PENNSYLVANIA, REGARDING PARKING OF VEHICLES DURING SNOW AND ICE STORMS AND DURING SNOW AND ICE REMOVAL FROM BOROUGH STREETS, ESTABLISHING REGULATIONS FOR OPERATION AND PARKING OF MOTOR VEHICLES DURING SNOW EMERGENCIES AS DEFINED HEREIN AND DESIGNATED BY THE MAYOR, ESTABLISHING PENALTIES FOR VIOLATION OF THIS ORDINANCE AND REPEALING DILLSBURG BOROUGH ORDINANCE 2003-5 and CHAPTER 15, PART 9 OF THE BOROUGH CODE.

BE IT ENACTED AND ORDAINED BY THE BOROUGH, and it is hereby enacted and ordained by authority of the same:

SECTION 1. <u>Parking during snow storm and snow removal on streets not designated as snow emergency routes, or on all Borough streets during snow storms in which a snow emergency has not been declared.</u>

During any snow storm [defined as any weather condition in which any accumulation of snow or sleet greater than four inches (4") has fallen or is predicted to fall, or in which there has been or is predicted any accumulation of ice] parking shall be regulated on all Borough streets as follows:

A. During the course of any snow storm, parking shall be prohibited on the even numbered side of all Borough streets (i.e., house numbers are even numbers) until such time as the snow or ice event is over and plowing, salting, and/or cindering is completed on said side of the street.

B. After 8:00 a.m. on the day following any snow storm and until after plowing, salting, and/or cindering is completed, parking shall be prohibited on the uneven numbered side of all Borough streets (i.e., house numbers are uneven numbers) until such time as plowing, salting, and/or cindering is completed on said side of the street.

C. At all times during and after any snow storm, it shall be prohibited for any person to shovel, push, throw, or plow snow from a sidewalk, driveway, lot, or any other area into the street.

D. Borough police are hereby authorized to have any vehicle parked in violation of this Section towed away, by a Borough authorized towing service, at the expense of the owner of said vehicle.

SECTION 1.1. <u>Penalty</u>. Any individual, group, corporation or other entity who shall violate any provision of this Ordinance 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 shall constitute a separate offense.

SECTION 2. Snow Emergencies. In order to facilitate the movement of traffic and to combat the hazards of snow and ice on the streets and roads of this Borough, the Mayor, in his or her discretion, may declare a snow or ice emergency (hereinafter referred to as a "snow emergency"). Information on the existence of a snow emergency shall be given by the Borough through radio, newspaper, or other available media, and information regarding the termination of the emergency shall be given by the use of the same media.

A. After any snow emergency is declared, it shall be unlawful, at any time during the continuance of the emergency, for any person, individual, group, corporation, or other entity:

1. To park a motor vehicle or to allow that vehicle to remain parked anywhere on any snow emergency route designated in subsection 3, below.

2. To drive any motor vehicle on any such snow emergency route, unless that vehicle is equipped with snow tires or chains or a 4-Wheel Drive system, plus adequate equipment on the vehicle to provide sufficient traction to keep such vehicle in motion .

SECTION 2.1 Snow Emergency Routes. The following are designated as snow emergency routes:

a. Baltimore Street (entire length through Borough)

b. Harrisburg Street (entire length through Borough)

c. Harrisburg Pike (entire length through Borough)

d. Chestnut Street (entire length through Borough)

e. York Street (entire length through Borough)

SECTION 2.2 Penalty.

A. If at any time during a period of snow emergency declared under this section a person shall park a motor vehicle or allow a motor vehicle to remain parked anywhere along a snow emergency route, the person shall be guilty of a violation of this section, and upon conviction, shall be fined as set forth in Section 2.2F below.

B. If, at any time during a period of snow emergency declared under this Section, a person shall drive a motor vehicle upon a snow emergency route, without having that vehicle equipped with snow tires or chains or a 4-Wheel Drive system, plus adequate equipment on the vehicle to provide

sufficient traction to keep such vehicle in motion so that other traffic on such roadways will not be blocked or impeded, that person shall be guilty of a violation of this Section, and, upon conviction, shall be fined as set forth in Section 2.2F herein below.

C. Any person who operates a motor vehicle upon any road or street or portion thereof listed in Section 2.2B above, which vehicle shall become stalled upon any of the roads, streets or portions thereof listed above during a period of emergency declared as provided by this Section, if such stalling shall have been by reason of failure to have such vehicle equipped with the equipment prescribed in subsection C above, shall be guilty of a violation of this Section, and, upon conviction, shall be fined as set forth in Section 2.2F herein below, and assessed costs for removal of said vehicle from the road or street.

D. The Borough's Designated Police are hereby authorized to have any cars parked in violation of this Section towed away by a Borough authorized towing service, at the expense of the owner.

E. In order to assist operators of motor vehicles in determining the highways affected by this Section, there shall be placed, on signs on the roads and streets designated in Section 2A, above, Snow Emergency Route signs.

F. Unless another penalty is expressly provided by the Pennsylvania Vehicle Code, any individual, group, corporation or other entity who shall violate any provision of this Ordinance 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 shall constitute a separate offense.

SECTION 3. Repealer. All ordinances or any parts thereof which are inconsistent herewith are hereby repealed. Specifically, the following are repealed: Dillsburg Borough Ordinance 2003-5 and Chapter 15, Part 9 of the Borough Code.

SECTION 4. Severability. If any provision, sentence, clause, section, or any part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Borough Council, that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid provision, sentence, clause, section, or part thereof not have been included herein.

SECTION 5. Effective Date. This Ordinance shall become effective in accordance with applicable law.

DULY ENACTED AND ORDAINED this 9th day of September 2014.

ATTEST:

Debbi L Beitzel
Borough Secretary

DILLSBURG BOROUGH COUNCIL

John Richardson, President

Holly Kelley, Vice President

Jeffrey Griffin, Member

David Baldwin, Member

Matt Fawber, Member

Hal Anderson, Member

Yvonne Laukemann, Member

Approved this 9th day of September, 2014.

Wendell Hollinger, Mayor
Borough of Dillsburg

ORDINANCE 2014-2

AN ORDINANCE OF THE BOROUGH OF DILLSBURG, YORK COUNTY, PENNSYLVANIA, AMENDING AND UPDATING CHAPTER 21, PART 1 OF THE CODE OF THE BOROUGH OF DILLSBURG, SNOW AND ICE REMOVAL

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, Chapter 21, Part 1 of the Borough Code shall be amended as follows.

SECTION 1. Amendments. Chapter 21, Part 1 of the Code of the Borough of Dillsburg shall be amended as follows:

§21-101. Definitions.
As used in this Part, the following terms shall have the meanings indicated, or unless a different meaning clearly appears from the context:

BUSINESS DAY — any day not a Sunday or a National holiday.

BUSINESS HOURS — hours between 9 a.m. and 5 p.m. on any business day.

CARTWAY — portion of a street or highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

PERSON –Any natural person or persons, firm, partnership, corporation, municipal corporation or other legal entity, group, association or body.

SIDEWALK — portion of a street between the curb lines, or the lateral lines of a cartway and the adjacent property lines, intended for use by pedestrians.

STREET or HIGHWAY — the entire width between the boundary lines of a way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

§21-102. Responsibility for Removal of Snow and Ice from Sidewalks.

1. It shall be the duty of each and every Person owning, leasing or having any present interest in any real estate fronting or abutting on a paved sidewalk, whether as owner, tenant, occupant, lessee or otherwise, to remove and clear away, or cause to be removed or cleared any snow, ice or slush or other accumulation to create a path of at least 36 inches in width in along and over the existing sidewalk and around all fire hydrants in front of, alongside of, adjacent

to, or adjoining their property. Whenever a sidewalk continues to the curb on a property which is on the corner of the intersection of two Borough streets or alleys, the obligation of said person of that property shall include shoveling a path, at least 36 inches wide, to the point at which the sidewalk meets the cartway of the street or alley at that intersection.

2. Except as provided in subsection (3) hereof, snow and ice shall be removed from sidewalks pursuant to section 1 above, within 24 hours after the cessation of any fall of snow, sleet or freezing rain. All sidewalks and fire hydrants must also be kept clear in accordance with this Ordinance even if accumulations of snow or ice are due to drifting, blowing, melting and re-freezing, or as the result of snow removal equipment re-depositing snow in the process of clearing streets and roadways.

3. In the event snow and/or ice on a sidewalk has become so hard that it cannot be removed without likelihood of damage to the sidewalk, the Person charged with its removal shall, within the time mentioned in subsection (2), hereof, cause enough sand or other abrasive, nonskid material, to be put on the sidewalk to make pedestrian travel over this sidewalk reasonably safe; and shall, as soon thereafter as weather permits, cause to be cleared a path upon said sidewalk of at least 36 inches in width as required in section 1 above

§21-104. Depositing of Snow and Ice Restricted.

No person shall deposit or cause to be deposited, blown, thrown, placed or strewn any snow or ice on or immediately next to a fire hydrant or on any sidewalk, roadway or loading and unloading areas of a public transportation system, except that snow and ice may be mounded by the Borough on public cartways incident to the cleaning thereof or mounded on curbs incident to the clearing of sidewalks in business districts.

All other provisions of Chapter 21, Part 1 of the Borough Code shall remain unchanged and in full force and effect.

SECTION 2. 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.

SECTION 3. 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.

SECTION 4. Effective Date. **THIS ORDINANCE** shall take effect on the earliest day and date after enactment permitted by law.

DULY ENACTED AND ORDAINED this 9th day of September 2014.

ATTEST:

Debbie L Butzel
Borough Secretary

DILLSBURG BOROUGH COUNCIL

John Richardson, President

Holly Kelley, Vice President

Jeffrey Griffin, Member

David Baldwin, Member

Matt Fawber, Member

Hal Anderson, Member

Yvonne Laukemann, Member

Approved this 9th day of September, 2014.

Wendell Hollinger, Mayor
Borough of Dillsburg

ORDINANCE 2014-3

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

THIS AGREEMENT is made this 9th day of September 2014, 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**. In the event that DEP does not approve the Regional Plan on or before the November 15, 2014, and unless extended by all Parties in writing prior to November 15, 2014, this Agreement shall automatically terminate and no Party shall be bound hereby.

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.

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) / 5[1]

[1] Miles of Impaired Stream in Participant Jurisdiction = 20% of contribution

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

(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

($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

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.

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.

SIGNATURE PAGES FOLLOW

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ATTACHMENT "A"

COST SHARING SCHEDULE

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YORK COUNTY REGIONAL CBPRP COST SHARING SCHEDULE

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
East Prospect Borough	$1,304	$261
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
Washington Township	$16,094	$3,219
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:	$1,000,000	$200,000

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ATTACHMENT B

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)
East Prospect Borough	(MS4 Waiver)
Fairview Township	(MS4 Permit)
Felton Borough	(Non-MS4)
Glen Rock Borough	(Non-MS4)
Goldsboro Borough	(MS4 Waiver)
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 Permit)
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)
Washington Township	(Non-MS4)
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)

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 9, 2014.

WITNESS/ATTEST:

Karen Deibler
Print name and title

MUNICIPALITY

By: _____

John J. Richardson, JR
President
Print name and title

Signature date: September 9, 2014

Participation authorized by Ordinance No 2014-3, passed at a meeting of the governing body on September 9, 2014.

ORDINANCE 2014-4

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, the purpose of the Town Center District is to provide for the continued development of community centers typical of a town, and;

WHEREAS, parking must be provided for these centers if development is to continue;

NOW, THEREFORE, the following amendments and revisions to Chapter 15, Section 4 of the Dillsburg Borough Code shall be ordained and enacted as follows:

Section 15-405 is hereby amended to read as follows:

§15-405. Parking Time Limited in Certain Locations, Certain Days and Hours.

No person shall park a vehicle, or allow it to remain parked, for longer than the time indicated, in any of the following locations, at any time on the days and between the hours indicated:

Street	Side	Between	Days	Hours
North Baltimore Street	***East*** and West	Harrisburg Street to Quay Alley	Monday to Saturday	8 a.m. - 6 p.m. (2 hours)
South Baltimore Street	East	Harrisburg Street to ***sign on the 100 block of Baltimore St. First space from intersection with E. York Street and continuing South for approximately 52 feet***	Monday to Saturday	8 a.m. – 6 p.m. (2 hours)

South Baltimore Street	West	Harrisburg Street to ***sign on the 100 block of Baltimore St. First two (2) spaces from intersection with W. York Street and continuing South for approximately 68 feet***	Monday to Saturday	8 a.m. – 6 p.m. (2 hours)
West Church Street	North	North Baltimore Street Bomar Alley	Monday to Friday	6 a.m. - 6 p.m. (15 minutes)
East Harrisburg St	***North and South***	***Per Signs – First two (2) spaces from intersection with Baltimore Street and continuing East for approximately 114 feet***	***Monday to Saturday***	***8 a.m. – 6 p.m. (2 hours)***
West Harrisburg St	***North***	***Per Signs – First two (2) spaces from intersection with Baltimore Street and continuing West for approximately 110 feet***	***Monday to Saturday***	***8 a.m. – 6 p.m. (2 hours)***
West Harrisburg St	***South***	***Per Signs – First three (3) spaces from intersection with Baltimore Street and continuing West for approximately 200 feet***	***Monday to Saturday***	***8 a.m. – 6 p.m. (2 hours)***
East York St	***North and South***	***Per Signs – First two (2) spaces from intersection with Baltimore Street and continuing East for approximately 65 feet***	***Monday to Saturday***	***8 a.m. – 6 p.m. (2 hours)***
West York St	***North***	***Per Signs – First two (2) spaces from intersection with Baltimore Street and continuing West for approximately 70 feet***	***Monday to Saturday***	***8 a.m. – 6 p.m. (2 hours)***

West York St	***South***	***Per Signs – First two (2) spaces from intersection with Baltimore Street and continuing West for approximately 88 feet***	***Monday to Saturday***	***8 a.m. – 6 p.m. (2 hours)***

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

THIS ORDINANCE shall become effective November 1, 2014.

DULY ENACTED AND ORDAINED this 14th day of October 2014.

ATTEST:

Phebe L Bertzel
(Secretary)

(President)

Wendell Hollinger
(Mayor)

ORDINANCE 2014-5

AN ORDINANCE OF THE BOROUGH OF DILLSBURG, YORK COUNTY, PENNSYLVANIA, AMENDING THE BOROUGH OF DILLSBURG NON-UNIFORMED EMPLOYEES PENSION PLAN IN ORDER TO COMPLY WITH THE STATE LAWS AND REGULATIONS IN EFFECT AS OF MAY 20, 2014

WHEREAS, the Borough of Dillsburg, York County, previously established the Borough of Dillsburg Non-Uniformed Employees Pension Plan; and

WHEREAS, Dillsburg Borough in order to continue its compliance with the state law, desires to enact an amendment to the Plan recognizing the revised definition of spouse under the laws of the Commonwealth of Pennsylvania;

NOW THEREFORE, be it ordained and enacted by Dillsburg Borough that the attached amendment of the Borough of Dillsburg Non-Uniformed Employees Pension Plan is enacted. Council Member Jeffrey Griffin, as the agent of the Employer, is authorized and directed to execute the attached amendment of the Plan.

THIS ORDINANCE shall become effective December 10, 2914.

DULY ENACTED AND ORDAINED this 9th day of December 2014

ATTEST:

Debbi Beitzel

Debbi Beitzel – Secretary

John Richardson – Council President

Wendell Hollinger

Wendell Hollinger – Mayor

ORDINANCE NO. 2014-6
TAX ORDINANCE 2015

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 2015

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 2015, 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 2015, 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 2015, 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, 2015

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 9th day of December, 2014.

ATTEST:

Nebbi Bertzel
(Secretary)

(President)

Wendell Hellinger
(Mayor)