

YORK COUNTY, PENNSYLVANIA

ORDINANCE NO. 2014 – 9--1

AN ORDINANCE OF RED LION BOROUGH, YORK COUNTY, PENNSYLVANIA,
AUTHORIZING AN 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 Red Lion Borough, 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 and 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 All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

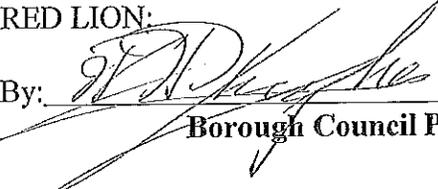
SECTION 6: Effective Date. The Ordinance shall become effective five (5) days after date of enactment as provided by law.

ENACTED AND ORDAINED this 8th day of September, 2014.

ATTEST:


Borough Secretary

BOROUGH COUNCIL OF THE BOROUGH OF
RED LION:

By: 
Borough Council President

APPROVED, this 8th day of September, by the Mayor of the Borough of Red Lion

ATTEST:


Borough Secretary

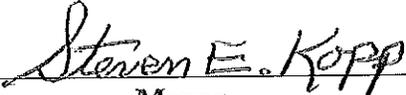

Mayor

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 8th 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

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

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

(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

(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.

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.

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

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

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)

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

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.

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

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:

MUNICIPALITY

Dianne Price

By: *W. H. Hughes*

DIANNE PRICE
Print name and title

W. H. Hughes President Board Council
Print name and title

Signature date: September 9, 2014

Participation authorized by Ordinance No 2014-9-1, passed at a meeting of the governing body on September 8, 2014.

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)

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

RED LION BOROUGH

RESOLUTION NUMBER 2014-08

**Municipal Election to “Opt-In”
the
*York County Regional Chesapeake Bay Pollutant Reduction Plan***

WHEREAS, the Clean Water Act required the U.S. Environmental Protection Agency (EPA) to set limits on the amount of pollutants, known as Total Maximum Daily Loads (TMDLs), that can enter the Chesapeake Bay; and

WHEREAS, EPA required Bay states, including Pennsylvania, to develop Watershed Implementation Plans (WIPs) that will lead to the restoration of the Chesapeake Bay and clean local streams by removing an allocated pollutant load; and

WHEREAS, Pennsylvania has developed a Chesapeake Bay WIP, which sets forth a comprehensive plan for the Commonwealth to achieve the required pollutant reductions mandated by the TMDL, which includes urban stormwater management strategies, as well as draft pollution reduction targets for each county in the Chesapeake Bay Watershed; and

WHEREAS, York County is one of the counties located in the Chesapeake Bay Watershed; and

WHEREAS, municipalities within the York County urbanized area are required to apply for an MS4 permit to reduce pollutants through a stormwater management program, or request a permit waiver; and

WHEREAS, Municipal Separate Storm Sewer System (MS4) permit holders in York County are required to develop a Chesapeake Bay Pollutant Reduction Plan (CBPRP); and

WHEREAS, York County has developed a Regional CBPRP whereby participating municipalities (including those with MS4 permits, waivers and non-urbanized municipalities) will identify, fund, implement, and jointly report stormwater “Best Management Practices” projects that will help York County meet the draft pollutant reduction targets; and

WHEREAS, it is the responsibility of the governing COUNCIL to take formal action to either “Opt In” to the Regional CBPRP or “Opt Out” and develop an individual municipal plan.

NOW, THEREFORE, BE IT RESOLVED, that the COUNCIL does hereby:

✓
 Opt-In to the York County Regional Chesapeake Bay Pollutant Reduction Plan with an **annual** financial commitment of \$2,226.00 for a five year period from September, 2014 to September, 2019.

Approved and adopted the 14th day of July, 2014

ATTEST:
Secretary

BOROUGH COUNCIL

President

ORDINANCE NO. 2014- 11 - 2

AN ORDINANCE OF RED LION BOROUGH, YORK COUNTY, PENNSYLVANIA,
AMENDING CHAPTER 10 (HEALTH AND SAFETY) PART 3A (NUISANCES) TO
AMEND NUISANCE DEFINITIONS

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Borough Council of Red Lion Borough, York County, Pennsylvania, as follows:

SECTION 1. Chapter 10 (Health and Safety) Part 3 Definitions of the Red Lion Borough Code of Ordinances shall be amended to include the following Section:

Section 10-301. Definitions

(F.)(7) A vacant building or structure that is not secured against entry.

SECTION 2. Chapter 10 (Health and Safety) Part 3(L.) of the Red Lion Borough Code of Ordinances shall be amended to include the following Section:

Section 10-301. Definitions

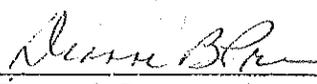
(F.)(8) Without a valid inspection certificate or valid registration displayed for a period in excess of 30 days.

SECTION 3. This Ordinance shall be effective five (5) days after adoption.

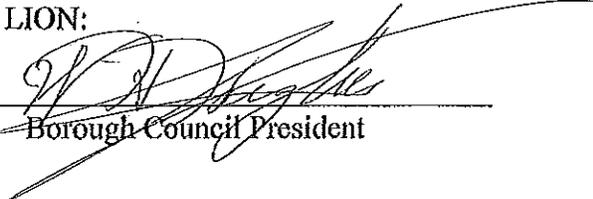
SECTION 4. Any Ordinance conflicting or inconsistent with this Ordinance is repealed to the extent of such conflict or inconsistency.

ENACTED AND ORDAINED, this 10th day of November, 2014, by the Borough Council of the Borough of Red Lion

ATTEST:


Borough Secretary

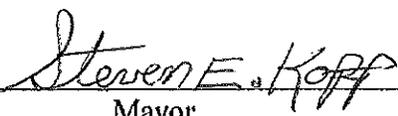
BOROUGH COUNCIL OF THE BOROUGH OF
RED LION:

By: 
Borough Council President

APPROVED, this 10th day of November, 2014, by the Mayor of the Borough of Red Lion

ATTEST:


Borough Secretary


Mayor

ORDINANCE NO. 2014-11-3

AN ORDINANCE OF RED LION BOROUGH, YORK COUNTY, PENNSYLVANIA,
AMENDING CHAPTER 10 (HEALTH AND SAFETY) PART 5 (OUTDOOR BURNING) TO
AMEND EXCEPTIONS

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Borough Council of Red Lion Borough, York County, Pennsylvania, as follows:

SECTION 1. Chapter 10 (Health and Safety) Part 5 (Outdoor Burning) of the Red Lion Borough Code of Ordinances shall be amended to include the following Section:

Section 10-503. Exceptions.

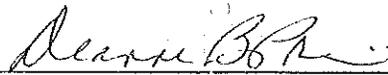
C. Any fire built in connection with an activity comparable to a school pep rally bonfire, scouting and related activities.

SECTION 2. This Ordinance shall be effective five (5) days after adoption.

SECTION 3. Any Ordinance conflicting or inconsistent with this Ordinance is repealed to the extent of such conflict or inconsistency.

ENACTED AND ORDAINED, this 10th day of November, 2014, by the Borough Council of the Borough of Red Lion

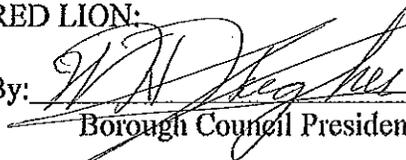
ATTEST:



Borough Secretary

BOROUGH COUNCIL OF THE BOROUGH OF
RED LION:

By:



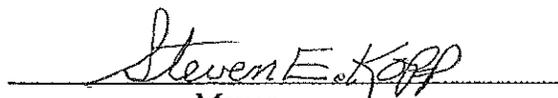
Borough Council President

APPROVED, this 10th day of November, 2014, by the Mayor of the Borough of Red Lion

ATTEST:



Borough Secretary



Mayor

ORDINANCE NO. 2014-12-4

**BOROUGH OF RED LION
YORK COUNTY, PENNSYLVANIA**

AN ORDINANCE OF THE BOROUGH OF RED LION, YORK COUNTY, PENNSYLVANIA, IMPOSING A 4.20 MILL TAX FOR GENERAL REVENUE PURPOSES UPON ALL REAL PROPERTY SITUATE WITHIN THE BOROUGH FOR CALENDAR YEAR 2013, PROVIDING FOR A DISCOUNT IF PAID WITHIN TWO MONTHS OF THE DATE OF THE TAX NOTICE, PROVIDING A PENALTY FOR FAILURE TO MAKE PAYMENT WITHIN FOUR MONTHS OF THE DATE OF THE TAX NOTICE, AUTHORIZING THE TAX COLLECTOR OF THE BOROUGH TO ISSUE TAX CERTIFICATIONS AND TO CHARGE A FEE FOR THE ISSUANCE OF THE SAME, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1302(a) of the Borough Code [53 P.S. § 46302 (a)] authorizes the council of the borough, by ordinance, to levy and collect annually a tax not to exceed thirty (30) mills for general borough purposes; and

WHEREAS, Section 1310 of the Borough Code [53 P.S. § 46310] requires the council of the borough to annually adopt an ordinance levying the tax for the fiscal year; and

WHEREAS, the borough council deems it to be in the best interests of the citizens of Red Lion Borough to enact an ordinance imposing a 4.20 mill tax for general revenue purposes upon all real property situate within the borough; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Council of the Borough of Red Lion, and it is hereby enacted and ordained, in lawful session assembled, as follows:

SECTION 1. REAL ESTATE TAX LEVY. A tax for general borough purposes is hereby levied upon all real property situate within the Borough of Red Lion, York County, Pennsylvania, for the calendar year 2015 at the rate of 4.20 mills on the dollar on the valuation thereof assessed for county purposes.

SECTION 2, DISCOUNT. All taxpayers subject to the payment of the tax imposed by Section 1., above, shall be entitled to a discount of two percent (2%) from the amount of such tax upon making payment of the whole amount thereof within two (2) months after the date of the notice.

SECTION 3. PENALTY. All taxpayers who shall fail to make payment of the whole amount of the tax imposed by Section 1., above, for four (4) months after the date of the tax notice, shall be charged a penalty of ten percent (10%) of the whole amount thereof.

SECTION 4. PREPARATION OF DUPLICATES. The proper officers of the Borough are hereby authorized and directed to prepare and issue proper duplicates of taxes assessed and deliver the same to the tax collector of the Borough of Red Lion, York County, Pennsylvania.

SECTION 5. TAX COLLECTOR CERTIFICATION. The tax collector of the borough is hereby authorized to issue a certification concerning the status of taxes imposed under this ordinance to any person requesting the same, and is authorized to charge a fee in the amount of Twenty Dollars (\$20.00) for the certification.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon enactment and approval.

ENACTED AND ORDAINED, this 8th day of December, 2014, by the Borough Council of the Borough of Red Lion

ATTEST:



Borough Secretary

BOROUGH COUNCIL OF THE
BOROUGH OF RED LION:

By: 

Borough Council President

APPROVED, this 8th day of December, 2014, by the Mayor of the Borough of Red Lion
ATTEST:



Borough Secretary



Mayor