**FAWN GROVE BOROUGH**
**YORK COUNTY, PENNSYLVANIA**

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**RESOLUTION NO. 2016-01**

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**A RESOLUTION AUTHORIZING AND ACCEPTING AN AGREEMENT WITH THE YORK COUNTY TREASURER'S OFFICE PROVIDING FOR TAX COLLECTION SERVICES FOR THE YEAR 2016 FOR FAWN GROVE BOROUGH**

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**WHEREAS,** Fawn Grove Borough Council appointed the York County Treasurer's Office as Tax Collector for the year 2016;

**WHEREAS,** the parties desire to set forth the terms of tax collection services in an agreement.

**NOW THEREFORE,** be it resolved as follows:

1. Borough Council hereby approves and authorizes the Agreement with the York County Treasurer's Office, a copy of which is attached as Exhibit "A" and incorporated herein by reference.
2. The terms and conditions, rights and obligations under the Agreement are and shall be binding on the Borough as set out therein.
3. The President of Borough Council and the Borough's Secretary are authorized to execute the Agreement and any other necessary documents on behalf of the Borough.

**RESOLVED,** this 5th day of January, 2016.

**ATTEST:**

Cathy C. Kirkwood
**Secretary**

**FAWN GROVE BOROUGH**

**By:** John McFadden
**President**

Original filed under agreement/contracts

# AGREEMENT

**THIS AGREEMENT,** made this 20th day of January, 2016, by and between the York County Treasurer's Office, hereinafter referred to as "YCTO" and Fawn Grove Borough, hereinafter referred to as "Fawn Grove";

**WHEREAS,** Fawn Grove has requested that YCTO perform real estate tax collection services for the real estate taxes beginning January 1, 2016 and ending December 31, 2016 for County and Municipal Taxes;

**WHEREAS,** Fawn Grove has requested that YCTO perform refuse collection services for the refuse bills beginning January 1, 2016 and ending December 31, 2016;

**WHEREAS,** YCTO has agreed to perform this service for a fee of $1.00, per tax bill collected; and

**WHEREAS,** Fawn Grove will be responsible to pay half of the cost to prepare each tax bill and refuse bill and half of the postage for each tax bill mailed and;

**WHEREAS,** the fee charged by YCTO to prepare the tax bill will include the following:

1. Mailing of the tax and refuse bills
2. The maintenance of the duplicate book
3. Monthly DCED Reports
4. Funds transfer to Fawn Grove
5. Preparation of past due notices
6. Completion of the annual tax settlements
7. Preparation of the Lien List for submission to the Tax Claim Bureau by January 15th of each year

COPY

8. Maintenance of the refuse accounts shall include a monthly report of all refuse accounts noting payment received and amounts billed yet outstanding

**WITNESSETH:** YCTO and Fawn Grove Borough, in consideration of the premises, the terms and provisions of this Agreement, the mutual benefit to be gained by the performance hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. YCTO shall provide the services outlined above.

2. Fawn Grove shall provide payment for services rendered as outlined within 30 days of invoice.

3. At such time as all of the payment and performance obligations set forth in the Agreement have been fully performed by the YCTO this Agreement shall terminate.

4. This Agreement constitutes the entire Agreement between the parties. Any amendment, change or addition to this Agreement shall be made only in writing and signed by each party.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be agreed and accepted and duly executed below on this 20th day of January, 2016.

WITNESS:

Cathy E. Kirkwood

York County Treasurer's Office

BY: Barbara L. Hall

Fawn Grove Borough

Gordon McFadden
President