FAWN GROVE BOROUGH
YORK COUNTY, PENNSYLVANIA

RESOLUTION NO. 2026-01

A RESOLUTION AUTHORIZING AND ACCEPTING AN AGREEMENT WITH THE YORK COUNTY TREASURER'S OFFICE PROVIDING TAX COLLECTION SERVICES BEGINNING IN 2026 FOR FAWN GROVE BOROUGH

WHEREAS, Fawn Grove Borough Council appointed the York County Treasurer's Office as Tax Collector for a term beginning in 2026; and

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, 2026.

ATTEST:

Secretary

FAWN GROVE BOROUGH

By:
President

AGREEMENT

THIS AGREEMENT, made this 5th day of January, 2026 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, 2026 and ending December 31, 2029 for County and Municipal Taxes, subject to the terms of the Agreement; and

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

WHEREAS, Fawn Grove has requested that YCTO perform refuse collection services for the refuse bills beginning January 1, 2026 and ending December 31, 2027; and

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

WHEREAS, the fee charged by YCTO to prepare the tax bill 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.
8. Maintenance of the refuse accounts shall include a monthly report of all refuse accounts noting payment received and amounts billed yet outstanding.

WHEREAS, YCTO has agreed to provide Real Estate Tax Certifications as requested for a fee of Ten and 00/100 ($10.00) Dollars per certification, per authority; and

WHEREAS, YCTO has agreed to charge a sitting fee of Thirty-five and 00/100 ($35.00) Dollars per hour; and

WITNESSETH: YCTO and Fawn Grove Borough, in consideration of the promises made herein, the terms and provisions of this Agreement, the mutual benefit to be gained by the

performance hereof, and the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. The above recitals are hereby incorporated by reference as if fully set forth herein.

2. The desired term of this Agreement is four (4) years, beginning January 1, 2026, and ending December 31, 2029. Notwithstanding the foregoing, the term of this Agreement shall be subject to the requirements of Section 901 (a) of the Borough Code. Accordingly, the parties agree and acknowledge that the unexpired two-year term of the elected office of tax collector for Fawn Grove elected office that is open for election during the next occurring municipal election in 2027. In the event that an eligible individual is: (i) duly elected; (ii) accepts this office; and (iii) is otherwise determined to be qualified tax collector under applicable law, then the term of this Agreement shall end on December 31, 2027.

3. YCTO shall provide the services outlined above.

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

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

6. 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 the Agreement to be agreed and accepted and duly executed below on this _____ day of January, 2026.

WITNESS:

York County Treasurer's Office

_____

BY: _____

Fawn Grove Borough

_____
Secretary

BY: _____
President