

**FAIRVIEW TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2026-5

**A RESOLUTION ADOPTING AN AGREEMENT CREATING A
JOINT TAX COLLECTION DISTRICT OF LEWISBERRY
BOROUGH AND FAIRVIEW TOWNSHIP.**

WHEREAS, a vacancy exists in the office of Tax Collector for Lewisberry Borough; and.

WHEREAS, Section 5511.4b of the Local Tax Collection Law (LTCL), 72 P.S. §5511.4b, provides that where a vacancy exists in the office of tax collector in a taxing district, the governing body of the taxing district may enter into an agreement with the governing body of an adjoining taxing district for the joint collection of taxes; and

WHEREAS, Fairview Township is an adjoining taxing district to Lewisberry Borough and wishes to enter into an agreement to create a joint tax collection district.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FAIRVIEW TOWNSHIP, and by and through the authority of the same, as follows:

Section 1. A vacancy in the office of Tax Collector of Lewisberry Borough exists.

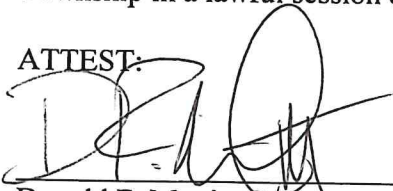
Section 2. Pursuant to Section 5511.4b of the Local Tax Collection Law, 72 P.S. §5511.4b, the Board of Supervisors of Fairview Township desire to create a Joint Tax Collection District by Agreement with Lewisberry Borough.

Section 3. Fairview Township hereby approves the attached "Agreement Establishing a Joint Tax Collection District for Lewisberry and Fairview Township," which Agreement is incorporated herein by reference and the appropriate officers of Fairview Township are hereby authorized to execute said Agreement and take all such actions necessary to effectuate the provisions of the same.

Section 4. This Resolution shall take effect immediately upon enactment.

RESOLVED this 23rd day of February, 2026, by the Board of Supervisors of Fairview Township in a lawful session duly assembled.

ATTEST:



Donald F. Martin, Secretary

FAIRVIEW TOWNSHIP



Chairman

(SEAL)

**AGREEMENT ESTABLISHING A JOINT TAX COLLECTION DISTRICT FOR
LEWISBERRY BOROUGH AND FAIRVIEW TOWNSHIP**

THIS AGREEMENT, is made this 5th day of January, 2026, by and between **LEWISBERRY BOROUGH**, a municipal corporation organized and existing under and pursuant to the Pennsylvania Second Class Township Code, as amended, (hereafter "Lewisberry Borough") and **FAIRVIEW TOWNSHIP**, a municipal corporation organized and existing under and pursuant to the Pennsylvania Second Class Township Code, as amended (hereafter "Fairview Township"), as follows:

1. In the Municipal Election of 2025, no resident of Lewisberry Borough sought or was elected to the position of tax collector for Lewisberry Borough, and thereafter, Lewisberry Borough has been unable to attract and appoint a Lewisberry Borough resident as tax collector for collection of Lewisberry Borough taxes.
2. Section 5511.4b of the Local Tax Collection Law (LTCL), 72 P.S. §5511.4b, provides that where a vacancy exists in the office of tax collector in a taxing district, the governing body of the taxing district may enter into an agreement with the governing body of an adjoining taxing district for the joint collection of taxes. Fairview Township is an adjoining taxing district to Lewisberry Borough.
3. Fairview Township and Lewisberry Borough hereby agree to create a Joint Tax Collection District to effectuate the purposes of their respective Resolutions doing so and the Joint Tax Collection District shall consist of Fairview Township and Lewisberry Borough, pursuant to §5511.4b of the LTCL. Upon the effective date of this Agreement as set forth in Section 18, below, Lewisberry Borough and Fairview Townships shall each notify the York County Board of Elections of the creation of this Joint Tax Collection District, and provide copies of this Agreement and their respective authorizing Resolutions to the County Board of Elections, if required.
4. The Fairview Township Tax Collector, Kendra Allen, has agreed to collect taxes levied by Lewisberry Borough. In addition, the Fairview Township Tax Collector shall collect taxes levied by York County and West Shore School District from residents of Lewisberry Borough.
5. Lewisberry Borough hereby delegates to the Fairview Township Tax Collector, Kendra Allen, the authority to collect taxes from the residents of the Lewisberry Borough in accordance with the Local Tax Collection Law, as well as to perform all other duties of the Tax Collector of the Lewisberry Borough in accordance with the Local Tax Enabling Act and Local Tax Collection Law, including, but not limited to, providing real estate tax certificates, and such other duties as have been or may from time to time be granted, for the term beginning January 5, 2026 and ending January 7, 2030.
6. Following the expiration of the current term of Kendra Allen, any resident of any of either Lewisberry Borough or Fairview Township shall be eligible to run for Tax Collector of the Joint Tax Collection District, and may be elected as Tax Collector for the Joint Tax Collection District by the electors in the Joint Tax Collection District, in accordance with the Local Tax Enabling Act and Local Tax Collection Law.

7. As compensation for the collection of taxes in the Joint Tax Collection District, the Tax Collector shall accept the rates of compensation set for the Tax Collector of Fairview Township and Lewisberry Borough, respectively, as set by each municipality's Ordinance.

8. The Tax Collector shall provide a bond to secure the taxes to be collected in Fairview Township and Lewisberry Borough, in accordance with the Local Tax Collection Act. The premium for said bond shall be paid by each township proportionate to each township's tax collections.

9. The expenses of postage and printing of tax notices for each municipality shall be paid by that municipality.

10. The elected Tax Collector shall deputize in writing one or more deputy tax collectors, who when so deputized, shall have all the powers afforded to him/her pursuant to the Local Tax Collection Law. Upon resignation, death, or other vacancy in the office of Tax Collector, the Deputy Tax Collector shall assume all rights and obligations of the Tax Collector for the Joint Tax Collection District pursuant to Pennsylvania law until the municipalities coordinate and appoint a new Tax Collector pursuant to the provisions to fill such vacancy as set forth in the Pennsylvania Second Class Township Code and Pennsylvania Borough Code, as amended.

11. This Agreement shall continue indefinitely, unless and until either municipality withdraws from the Agreement by providing written notice to the other and the York County Board of Elections of its intention to withdraw, which notice must be received by the other township and the County Board of Elections before the end of the calendar year preceding the next election for tax collector in the Joint Tax Collection District.

12. Each township hereto hereby agrees to indemnify, release and defend the other township from and against any and all claims, damages, costs or suits (including, but not limited to reasonable attorneys' fees and costs), whether in law or equity, arising from any claim brought by a resident of that municipality with regard to the collection of that municipality's taxes by the Tax Collector.

13. Lewisberry Borough and Fairview Township shall enact and adopt all necessary Resolutions as required by law to give effect to this Agreement.

14. Each municipality shall maintain insurance coverage as it determines appropriate for the services to be provided to it by the Tax Collector.

15. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

16. The provisions of this Agreement are severable, and if any section, sentence, clause, part or provision shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts, or provisions of this Agreement. It is hereby declared to be the intent of the governing body of each municipality that this Agreement would have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included.


17. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.


18. Section 7 of this Agreement shall be effective on January 5, 2025, unless the current tax collector, Kendra Allen, vacates her position as tax collector, in which case Section 12 shall become effective immediately upon such vacation. All other sections of this Agreement shall be effective immediately upon the effective date as set forth in the Resolutions approving this Agreement, and the signature of Kendra Allen accepting the position.

19. This Agreement may be executed in any number of counterparts, each of which for all purposes shall be deemed to be original and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the municipality parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:


Secretary

ATTEST:

Donald F. Martin, Secretary


LEWISBERRY BOROUGH

By: 
Name: Michele Fletcher, President

FAIRVIEW TOWNSHIP

By: 
Name: _____, Chairman

I have read and hereby accept the terms and conditions of this Agreement.


Kendra Allen, Tax Collector