

**COUNTY OF YORK, PENNSYLVANIA**

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**ORDINANCE NO. 2007-02**

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**OF THE COUNTY OF YORK, PENNSYLVANIA, AUTHORIZING AND SECURING TWO GENERAL OBLIGATION NOTES IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS (\$7,000,000), PURSUANT TO THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT, TO PURCHASE ADDITIONAL OPEN SPACE AND AGRICULTURAL PRESERVATION EASEMENTS AND PAY RELATED COSTS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS COUNTY IN SUPPORT OF THE GENERAL OBLIGATION NOTES; SETTING FORTH RELATED COVENANTS AND REPRESENTATIONS; AUTHORIZING APPROPRIATE OFFICERS OF THIS COUNTY TO TAKE ACTIONS AND SIGN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE GENERAL OBLIGATION NOTES; AND CONTAINING RELATED PROVISIONS.**

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**WHEREAS,** The County of York, Pennsylvania (the "County") is a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth") and is governed by its Board of County Commissioners (the "Board"); and

**WHEREAS,** The County has determined to purchase additional open space and agricultural preservation easements and pay related costs (collectively, the "Project"); and

**WHEREAS,** The County, in contemplation of the authorization, sale, issuance and delivery of two general obligation notes, in the maximum aggregate principal amount of \$7,000,000, with the proceeds to be used for the Project, has determined that such general

obligation notes: (a) shall be offered at private sale by negotiation; and (b) shall be offered for sale at a price of not less than 100% of principal amount advanced, from time to time, thereunder; and

**WHEREAS,** The County has obtained realistic cost estimates through appraisals, professional estimates or otherwise, and has determined that the costs, as that term is defined in the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Act"), of the Project to be financed, will be at least \$7,000,000; and

**WHEREAS,** A written proposal (the "Proposal") for the purchase of such general obligation notes has been requested from and has been received from PNC Bank, National Association (the "Bank"), having an office in Camp Hill, Pennsylvania; and

**WHEREAS,** The Board has duly opened, read and considered the Proposal; and

**WHEREAS,** The Board desires to accept the Proposal, to award the general obligation notes to the Bank, to authorize issuance of nonelectoral debt, and to take appropriate action and to authorize proper things, all in connection with the Project, and in accordance with applicable provisions of the Act.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED,** by the Board of this County, as follows:

**SECTION 1.** The Board does hereby authorize and direct the issuance of two general obligation notes of this County, pursuant to this Ordinance, in the maximum aggregate principal amount of \$7,000,000, to be designated generally as the County's "General Obligation Notes, Series of 2007 (the "Notes"), in accordance with the Act, to finance the Project.

**SECTION 2.** The Board expresses its finding that it is in the best financial interests of this County to sell the Notes at private sale by negotiation and determines that the debt to be incurred pursuant to this Ordinance shall be nonelectoral debt.

**SECTION 3.** A brief description of the Project is set forth in the preamble hereof. The estimated useful life of the Project is at least 20 years. The County represents that the maturity date of the Notes will not be beyond two years after the issuance date of the Notes.

**SECTION 4.** The Board of this County shall and does accept the Proposal of the Bank to purchase the Notes. The Notes shall be and are awarded to the Bank, in accordance with the terms and conditions of the Proposal, the original of which is on file with the Chief Clerk of this County, via private sale, at a dollar price of \$7,000,000 (100% of principal amount), the Bank having submitted the Proposal in accordance with the Act.

**SECTION 5.** The Notes, when issued, will be general obligation notes of this County.

**SECTION 6.** The Notes shall be registered in form, shall be in the maximum aggregate principal amount of \$7,000,000, shall be dated as of the date of delivery thereof to the Bank, and shall bear interest from the date of delivery thereof to the Bank at the rate specified in Section 7. Interest only shall be payable on the outstanding principal balances of Notes, quarterly, until maturity or until any earlier date upon which the principal amount of the Notes are prepaid or redeemed in full. The outstanding principal balance of the Notes shall be payable in full upon maturity on or about July 1, 2009.

**SECTION 7.** The Notes shall bear interest at a variable rate equal to 65% of 30-day LIBOR (London Interbank Offered Rate), plus 1.13%, not to exceed at any time the

maximum rate of 12%, per annum. A schedule setting forth the maximum annual principal and interest payable on the Notes is attached hereto as Exhibit "A" and made a part hereof. Principal of the Notes shall be advanced by the Bank to or on behalf of this County, from time to time, on a draw-down, non-revolving, line of credit basis, until the maturity date of the Notes.

**SECTION 8.** Each of the Notes shall be subject to redemption prior to maturity, at the option of this County, as a whole or in part, on any date. Any such redemption, as a whole, shall be upon written notice addressed to the Bank at the time of such redemption, as the registrar and paying agent for the Notes. On the date designated for redemption, notice having been given as aforesaid, and money for payment of the principal and accrued interest being held by the Bank, as paying agent, interest on such Note so called for redemption or on any part of the principal of such Note selected for redemption shall cease to accrue. If the principal of one Note has been called for redemption or prepayment in full, such Note shall cease to be entitled to any benefit or security under this Ordinance, and the registered owner of such Note shall have no rights with respect to such Note, except to receive payment of the principal of and accrued interest on such Note to the redemption date.

**SECTION 9.** The principal of and interest on the Notes shall be payable at any branch office of the Bank, including any office located in the County, in lawful money of the United States of America.

**SECTION 10.** The form of the Notes shall be substantially in the form attached hereto as Exhibit "B", with appropriate insertions, omissions and variations.

**SECTION 11.** The Notes shall be executed in the name of and on behalf of the County by at least two members of the Board, and the official seal of this County shall be affixed

thereto by the Chief Clerk of the Board and who shall sign the Notes in attestation thereof, and said officers are authorized to execute and to attest, as applicable, the Notes, as aforesaid.

**SECTION 12.** This County covenants to and with the registered owner, from time to time, of the Notes outstanding pursuant to this Ordinance, that this County shall do the following: (i) include the amount of the debt service for the Notes, for each fiscal year of this County in which such sums are payable, in its budget for that fiscal year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid from the sinking fund created pursuant to Section 13 hereof or any other of its revenues or funds the principal of the Notes and the interest thereon at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this County shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Act, the foregoing covenant of this County shall be enforceable specifically.

**SECTION 13.** There is created, pursuant to the Act, a sinking fund for the Notes, to be known as the "Sinking Fund - General Obligation Notes, Series of 2007" (the "Sinking Fund"), which Sinking Fund shall be administered in accordance with applicable provisions of the Act.

**SECTION 14.** This County appoints the Bank as the sinking fund depository with respect to the Sinking Fund.

**SECTION 15.** This County covenants to make payments out of the Sinking Fund or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of the Notes when due.

**SECTION 16.** Proper officers of this County are authorized and directed: (a) to prepare, to certify and to file the debt statement required by the Act; (b) to prepare and to file the application with the Department of Community and Economic Development of the Commonwealth (the "Department"), together with a complete and accurate transcript of the proceedings relating to the incurring of debt, of which debt the Notes, upon issue, will be evidence, as required by the Act; (c) to prepare and to file any statements required by the Act that are necessary to qualify all or any portion of nonelectoral or lease rental debt of the County, that is subject to exclusion as self-liquidating or subsidized debt, for exclusion from the appropriate debt limit as self-liquidating or subsidized debt; (d) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; and (e) to take other required, necessary or appropriate action.

Proper officers of this County are authorized and directed to prepare an appropriate borrowing base certificate to be appended to the debt statement authorized herein.

**SECTION 17.** The Note has been sold, as set forth in this Ordinance, at private sale, as permitted by the Act.

**SECTION 18.** Proper officials of this County are authorized and directed to contract with the Bank for its services as sinking fund depository in connection with the Sinking Fund and as paying agent in connection with the Notes.

**SECTION 19.** It is declared that the debt to be incurred hereby, together with any other indebtedness of this County, is not in excess of any applicable limitation imposed by the Act upon the incurring of debt by this County, which is evidenced by the Notes.

**SECTION 20.** The Chief Clerk of the Board of this County is authorized and directed to deliver the executed Notes to the Bank, as provided in the Proposal, but only after the Department has certified its approval pursuant to the Act.

**SECTION 21.** This County will make no use of the proceeds of the Notes that will cause the Notes to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or with any other regulations implementing said Sections, and this County further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of the interest paid on the Notes.

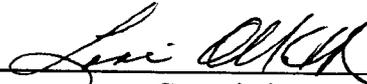
**SECTION 22.** In the event any provision, section, sentence, clause, or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause, or part of this Ordinance, it being the intent of this County that such remainder shall be and shall remain in full force and effect.

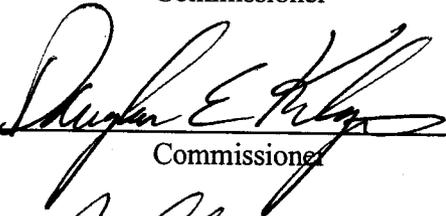
**SECTION 23.** All ordinances or parts of ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

**SECTION 24.** This Ordinance shall be effective in accordance with the Act.

**DULY ENACTED AND ORDAINED**, by the Board of County Commissioners,  
of the County of York, Pennsylvania, in lawful session duly assembled, this 11<sup>th</sup> day of July, 2007.

COUNTY OF YORK, PENNSYLVANIA

By:   
Commissioner

By:   
Commissioner

By:   
Commissioner

ATTEST:

  
Chief Clerk of the Board  
of County Commissioners

(SEAL)

EXHIBIT "A"

COUNTY OF YORK, PENNSYLVANIA  
\$7,000,000 Maximum Aggregate Principal Amount  
General Obligation Notes, Series of 2007

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
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SEE ATTACHED SHEETS<sup>1</sup>

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<sup>1</sup>Assumes the following: (a) the Notes are issued by the County to the Bank on August 11, 2007, and the principal amount of the Notes is drawn down entirely on that date. Quarterly interest only payments are due beginning on October 1, 2007, at the maximum (capped) interest rate of 12%, per annum, until the principal amount of the Notes is paid in full upon maturity on July 1, 2009.

County of York, Pennsylvania  
 \$7,000,000 Maximum Aggregate Principal Amount  
 General Obligation Notes, Series of 2007

Compound Period: Quarterly

Nominal Annual Rate: 12.000 %

CASH FLOW DATA

	<b>Event</b>	<b>Date</b>	<b>Amount</b>	<b>Number</b>	<b>Period</b>	<b>End Date</b>
1	Loan	08/11/2007	7,000,000.00	1		
2	Payment	09/01/2007	Interest Only	8	Quarterly	06/01/2009
3	Payment	07/12/2009	7,094,356.16	1		

AMORTIZATION SCHEDULE - Normal Amortization

	<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
Loan	08/11/2007				7,000,000.00
1	09/01/2007	48,328.77	48,328.77	0.00	7,000,000.00
2	12/01/2007	210,000.00	210,000.00	0.00	7,000,000.00
2007 Totals		258,328.77	258,328.77	0.00	
3	03/01/2008	210,000.00	210,000.00	0.00	7,000,000.00
4	06/01/2008	210,000.00	210,000.00	0.00	7,000,000.00
5	09/01/2008	210,000.00	210,000.00	0.00	7,000,000.00
6	12/01/2008	210,000.00	210,000.00	0.00	7,000,000.00
2008 Totals		840,000.00	840,000.00	0.00	
7	03/01/2009	210,000.00	210,000.00	0.00	7,000,000.00
8	06/01/2009	210,000.00	210,000.00	0.00	7,000,000.00
9	07/12/2009	7,094,356.16	94,356.16	7,000,000.00	0.00
2009 Totals		7,514,356.16	514,356.16	7,000,000.00	
Grand Totals		8,612,684.93	1,612,684.93	7,000,000.00	

EXHIBIT "A"

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**EXHIBIT "B"**

**COUNTY OF YORK, PENNSYLVANIA**

**GENERAL OBLIGATION NOTE, SERIES OF 2007**

COUNTY OF YORK, Pennsylvania (the "County"), a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth"), promises to pay to the order of PNC BANK, NATIONAL ASSOCIATION (the "Bank"), or registered assigns, on \_\_\_\_\_, 2009, unless this General Obligation Note, Series of 2007 (the "Note"), duly shall have been called for previous redemption and payment of the redemption price shall have been made or provided for, the maximum principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or such lesser particular sum as shall represent the unpaid balance of such maximum principal amount advanced, from time to time, on a non-revolving, line of credit basis, and to pay interest on the principal sum hereof which, from time to time, shall be outstanding and shall remain unpaid, at the applicable rate of interest calculated to be in effect from time to time, as provided herein, payable quarterly (each, an "Interest Payment Date"), beginning on \_\_\_\_\_ 1, 2007, and upon maturity or until any earlier date upon which the principal amount of the Note is paid in full, or, in the event that this Note duly shall have been called for previous redemption, in full, and payment of the redemption price shall have been made or provided for, until the date fixed for redemption. Should any Interest Payment Date not be on a Business Day (defined as any day other than a Saturday, Sunday, or legal holiday), the interest payment will be made on the first Business Day following the regularly scheduled Interest Payment Date. Interest shall be calculated by multiplying the outstanding principal balance hereof by the effective rate of interest and multiplying the product

thereof by a factor equal to the number of days in such period divided by the actual number of days in the then current year (365 or 366, as applicable).

Beginning on the date of issuance of this Note and the first calendar day of each month (the "Rate Reset Date"), the interest rate shall be adjusted to equal 65% of the "30-day LIBOR"( defined below) plus 1.13% (the "Reset Rate") in effect two (2) Business Days prior to each Rate Reset Date. The Reset Rate shall be payable on the outstanding principal balance of this Note until the next Rate Reset Date, the maturity date hereof or until prepayment of the outstanding principal balance hereof in full. The Reset Rate shall become effective on the Rate Reset Date whether or not such Rate Reset Date is a Business Day.

For purposes of this Note, "30-day LIBOR" shall mean the London Interbank Offered Rate as published on Bloomberg Information Systems on the "US0001M Index" page, which is the interest rate offered on deposits in United States Dollars with maturities of thirty days, which is fixed each morning at 11:00 London time by the British Bankers' Association ("BBA"), which is an average derived from 16 quotations provided by banks determined by the BBA, the four highest and lowest are then eliminated and an average of the remaining eight is calculated to arrive at the fixed rate. *Notwithstanding the foregoing, the effective rate of interest applicable to this Note at any time shall at no time exceed 12.0%, per annum.*

The principal of and interest on this Note shall be payable at the principal office or at any branch office of the Bank, in lawful money of the United States of America.

This Note is one of the notes of the County, known generally as the "General Obligation Notes, Series of 2007", dated as of the date of delivery hereof, and secured by the

**EXHIBIT "B"**

Page 2 of 7

Ordinance (hereinafter defined), in the maximum aggregate principal amount of Seven Million Dollars (\$7,000,000), authorized and secured by Ordinance No. 2007-02, enacted by the County on \_\_\_\_\_, 2007.

The County, at its option, on any date, may prepay in whole or, from time to time, in part the principal of this Note, by payment of the amount selected for such prepayment, without premium or penalty. If this Note is prepaid in whole, the outstanding principal amount shall be paid together with accrued interest to the prepayment date. Any prepayment, as hereinbefore authorized, in whole, shall be upon written notice addressed to the registered owner hereof at the time of such redemption, as such registered owner and address shall appear upon books of the County to be kept by the Bank for such purpose, following written notice to the Bank. If the principal of this Note shall have been prepaid in full, this Note shall cease to be entitled to any benefit or security under the Ordinance (hereinafter defined) authorizing issuance of this Note, and the registered owner of this Note shall have no rights with respect to this Note except to receive payment of the principal of and accrued interest to the prepayment date.

This Note is issued in accordance with provisions of the Act of the General Assembly of the Commonwealth known as the Local Government Unit Debt Act (the "Act"), and by virtue of an Ordinance (the "Ordinance") duly enacted by the Board of County Commissioners of the County. The Act, as such shall have been in effect when this Note was authorized, and the Ordinance shall constitute a contract between the County and the registered owner or registered owners, from time to time, of this Note.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Note or in creation of the debt of which this Note is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Note, together with any other indebtedness of the County, is not in excess of any applicable limitation imposed by the Act upon the incurring of the debt of the County which is evidenced by this Note.

The County has covenanted, in the Ordinance, to and with registered owners, from time to time, of this Note, outstanding, from time to time, pursuant to the Ordinance, that the County shall do the following: (i) include the amount of the debt service for this Note, for each fiscal year of the County in which such sums are payable, in its budget for that fiscal year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds the principal of this Note and the interest thereon at the dates and place and in the manner stated herein, according to the true intent and meaning hereof; and, for such budgeting, appropriation and payment, the County has pledged and does pledge, irrevocably, its full faith, credit and taxing power. The Act provides that the foregoing covenant of the County shall be enforceable specifically.

The County, in the Ordinance, has established a sinking fund with the Bank, as the sinking fund depository, into which funds for the payment of the principal of and the interest on this Note shall be deposited not later than the date fixed for the disbursement thereof. The County has covenanted, in the Ordinance, to make payments out of such sinking fund or out of any other of its

revenues or funds, at such times in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of this Note.

This Note is transferable by the Bank, or by any subsequent registered owner in person or by his attorney duly authorized, in writing, at the principal office or at any branch office of the Bank, but only upon notation of such registration hereon and on the records of the County to be kept for that purpose at the principal office or at any branch office of the Bank by a duly authorized representative of the Bank acting on behalf of the County. The County and the Bank may deem and treat the person, from time to time, in whose name this Note shall be registered as the absolute owner hereof for the purpose of receiving payment hereof and of interest due hereon, for the purpose of redemption hereof prior to maturity and for all other purposes.

EXHIBIT "B"

Page 5 of 7

IN WITNESS WHEREOF, the COUNTY OF YORK, Pennsylvania, as provided by the Act and in the Ordinance, has caused this Note to be executed in its name and on its behalf by at least two members of the Board of County Commissioners and the official seal of the County to be affixed hereto and executed by the Chief Clerk of the Board of County Commissioners in attestation thereof, all this     day of                     , 2007.

COUNTY OF YORK, PENNSYLVANIA

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Chief Clerk of the Board of  
County Commissioners

(SEAL)

\_\_\_\_\_

REGISTRATION RECORD

NOTHING TO BE WRITTEN HERE EXCEPT BY A DULY AUTHORIZED REPRESENTATIVE OF PNC BANK, NATIONAL ASSOCIATION, THE PAYING AGENT, OR OF ANY SUCCESSOR PAYING AGENT, ACTING AS REGISTRAR, ON BEHALF OF THE COUNTY OF YORK, PENNSYLVANIA

Date of Registry	Name of Registered Owner	Registrar (Authorized Representative)
, 2007	PNC Bank, National Association	PNC Bank, National Association

## CERTIFICATE

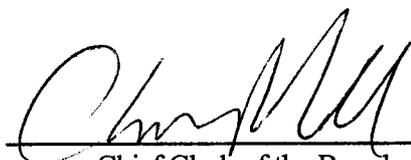
I, the undersigned, Chief Clerk of the Board of County Commissioners of the County of York, Pennsylvania (the "County"), certify that: the foregoing is a true and correct copy of an Ordinance that duly was enacted by affirmative vote of a majority of all members of the Board of County Commissioners of the County at a meeting duly held on July 11, 2007; said Ordinance duly has been recorded in the ordinance book of the Board of County Commissioners of the County and assigned Ordinance No. 2007-02; a notice with respect to the intent to adopt said Ordinance has been published as required by law; said Ordinance was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Ordinance has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of County Commissioners of the County met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. Ch. 7 by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the principal office of the County or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at such meeting, all as required by such Act.

I further certify that: the total number of members of the Board of County Commissioners of the County is three (3); the vote of members of the Board of County Commissioners of the County upon said Ordinance was called and duly was recorded upon the minutes of said meeting; and members of the Board of County Commissioners of the County voted upon said Ordinance in the following manner:

Lori O. Mitrick	-	Yea	
Douglas E. Kilgore	-	Yea	
Steve Chronister	-	Yea	;

IN WITNESS WHEREOF, I set my hand and affix the official seal of the County, this 11<sup>th</sup> day of July, 2007.

  
\_\_\_\_\_  
Chief Clerk of the Board  
of County Commissioners

(SEAL)

BOARD OF COMMISSIONERS,  
COUNTY OF YORK  
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE 2007-05

AMENDMENT TO YORK COUNTY CODE SECTION 75-41

AN ORDINANCE AMENDING SECTION 75-<sup>41</sup>~~44~~ OF THE YORK COUNTY CODE TO ESTABLISH FOR  
RESTITUTION FOR DAMAGES TO COUNTY PARKS PROPERTY

**Section 75-41**

1. AMENDMENT TO REFLECT CURRENT TERMINOLOGY

Remove phrase "District Justice" and replace with phrase "Magisterial District Judge."

2. AMENDMENT AFTER WORD "PROSECUTION"

Furthermore, any person, firm or corporation, upon conviction, shall be required to pay restitution to the County of York for any damage caused by the defendant. Restitution shall include reimbursement for hours spent by County of York employees performing repairs and/or replacement and/or materials at the hourly rate of \$12.50 or the lowest hourly rate of a Parks Department employee performing repair work, whichever is higher, and reimbursement of out-of-pocket expenses up to and including contracted services incurred by the County of York in performing said repairs.

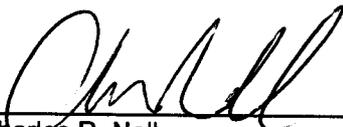
3. AMENDMENT AFTER WORD "BOARD"

Nothing in this Section shall be construed as a waiver of the County of York's right to pursue recovery of damages in a civil proceeding.

All other provisions of the Chapter remain unchanged.

Ordained and enacted this 21<sup>st</sup> day of November, 2007.

ATTEST:

  
\_\_\_\_\_  
Charles R. Noll  
Administrator/Chief Clerk

  
\_\_\_\_\_  
Lori O. Mitrick  
President Commissioner

(SEAL)

The above Ordinance was ordained, enacted, and adopted this 21<sup>st</sup> day of November 2007 at a regular meeting of the Board of Commissioners of the County of York duly advertised and assembled upon motion of Chronister and seconded by Kilgore and passed with a vote of 3 yes and 0 no.

## LEGAL NOTICE

Notice is hereby given that the Commissioners of the County of York, Commonwealth of Pennsylvania, will consider Ordinance 2007-05 at their regularly scheduled meeting on November 21, 2007 at 10:00 a.m., in the Commissioners' Meeting Room, 28 East Market Street, 2<sup>nd</sup> Floor, York, Pennsylvania. The Ordinance proposes to amend York County Code Section 75-41 for the purpose of providing for restitution to the County for damage to real or personal property of the Parks' Department.

A certified copy of Ordinance 2007-05 may be examined at the York County Commissioners' Office, 28 East Market Street, 2<sup>nd</sup> Floor, York, Pennsylvania during normal working hours, or at the Law Library, York County Courthouse, 45 North George Street, York, Pennsylvania.

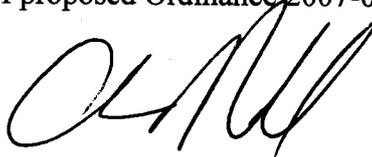
In accordance with the Americans with Disability Act, the public can request accommodations for persons with disabilities to attend this meeting by calling York County at 717-771-9099. For individuals with a hearing impairment, contact the Deaf Center, 717-848-2585, or 717-848-6765 (TDD).

BOARD OF COMMISSIONERS  
Lori O. Mitrick, President  
Douglas Kilgore  
Steve Chronister

Legal ad, one (1) time by November 19, 2007.

I certify the attached to be a true and correct copy of proposed Ordinance 2007-05.

Date: 11/14/07



Charles R. Noll  
Administrator/Chief Clerk