Akens Engineering Associates, Inc
219 East Main Street
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October 27, 2026

Willam J. Rudy, PE
Newberry Township Engineer
Pennoni Associates
5072 Ritter Road, #102
Mechanicsburg, PA 17055
Telephone: 717-975-6481

Re: Final Land Development Plan for
New Life House of Worship
31960 Potts Hill Road
Newberry Township, York County
No. NBTWP22603

Dear Mr. Rudy:

Please find attached Eight (8) copies of the revised plan for the above referenced project. The plans have been revised as per your review comment letter dated July 28, 2026 in like number:

PENNONI COMMENTS

A. ZONING:

1. Acknowledged, All conditions of the special exception and section §380-59A(45) will be met.
2. a. Section §380-31, Sensitive Environmental Features Overlay District requirements will be met.
   b. Section §380-32, Floodplain Protection Overlay District requirements will be met.
3. a. A lighting plan will be provided in compliance with §380-37.
      i. All references to Upper Allen will be removed.
      ii. Light fixtures will be mounted below a height of 20'. A light pole detail will be provided.
   b. Dumpster locations will be provided in compliance with §380-38.C-E.
   c. An off-street parking will be provided in compliance with §380-47.
   d. An off-street loading facility will be provided in compliance with §380-48.
   e. Buffer Yards will be provided in compliance with §380-49.
      a. A buffer yard with level 3 screening will be provided on the plan
   f. The plan will demonstrate compliance with all landscaping requirements in §380-50.
   g. The plan will demonstrate compliance with all screening requirements in §380-51.

B. **SUBDIVISION:**

1. The plan will be re-titled preliminary .
2. An existing resource and site analysis plan will be provided in compliance with §344-20A(2).
3. A Preliminary Resource Impact and Conversation Plan will be provided in compliance with §344-20.H.
4. A Woodlands Evaluation will be provided in compliance with §344-20.J(10).

5. An executed memorandum of understanding which sets forth the responsibilities of all parties regarding the installation and inspection of the required improvements will be provided in compliance with §344-20.D.(12).
6. Improvement Guarantees will be submitted in accordance with Article V §344-21.C.(12).
7. A copy of the approved Highway Occupancy Permit will be provided.
8. A note stating that a Highway Occupancy Permit is required will be added to the plan.
9. Additional general notes that cover §344-20D(4),(5),(6),(7) and (8) will be added to the plan.
10. The PADEP sewage planning module code number will be provided
11. A listing of any existing or proposed waivers, variances, conditional use including the date approved and any conditions associated with such approvals per §344-20.C.(11). Will be added to the plan and the waiver statement will be updated to acknowledge the outcome of the requested waivers.
12. The plan will be executed by the owner prior to recording.
13. The plan will be executed by the engineer & surveyor responsible for the plan prior to recording.
14. A copy of any deed restrictions imposed on the property as a condition of sale will be provided.
15. The applicant will pay a fee in lieu park and recreation requirements.
16. The access drive is over 100' feet from intersection of any street right of way lines and a waiver is being sought for the 15' property line setback,
17. A clear sight triangle and sight distances will be provided on the plan.
18. The access drive will comply with the horizontal alignment requirements of a minor street. A waiver is being sought for the vertical alignment requirements.
19. The water supply for the property will be a well.
20. The access drive radii will be labeled on the plan.

C. <u>STORMWATER:</u>

1. If at all possible the stormwater from the parking lot will be directed towards the forebay.
2. A signed Operation and Maintenance Agreement in accordance with Appendix A will be provided.
3. A copy of the approved Erosion and Sediment Control and NPDES permit from York County Conservation District will be provided.
4. A note regarding the right-of-entry as required in §332-33 will be provided.
5. References for West Hanover Township will be removed from the report and rainfall data for Newberry Township will be confirmed within the model.
6. The infiltration trench along the access drive will have stepped stone beds.
7. Details for the proposed construction berm will be provided.
8. The outlet structure configuration will match between the plan and the report.
9. The post development flow table will be corrected
10. A construction detail for the emergency spillway will be provided.
11. The pipe calculations will include the total pipe capacity.
12. A rip rap apron detail will be added to the plan,
13. A geotechnical report for the infiltration facilities will be provided.
14. A fence will be placed around the proposed basin

D. <u>TRAFFIC:</u>

1. A traffic impact study will be provided as part of the H.O.P. submission

2. Trip from the Potts Hill Nursery and Ridge Road Trailer Park will be included in the traffic analysis.
3. A sketch plan will be included in the traffic study for any recommended improvements if any.

E. <u>WAIVERS:</u>

1. The applicant is seeking waivers from site context map §344-20.E, §344-31R(3)(c) – Access Drive Setback 15' from a Property Line and §344-31R(3)(b) – Access Drive Vertical Design Requirement

F. <u>GENERAL:</u>

1. All YCPC comments will be addressed.
2. Since there is no public water there will be no fire hydrants provided.
3. The possible sewer line and easement for the possible mobile home park expansion will be shown ono the plan.
4. The sewer easement agreement will be provided for review by the township solicitor.
5. It is acknowledged that the proposed retaining walls need a building permit.
6. Both the proposed subdivision and land development plans will be combined.

Please review the attached information. If you have questions or need additional information, please feel free to contact our office at your convenience.

Very truly yours,

Akens Engineering Associates, Inc.



Scott W. Akens, P.E., P.L.S.
President

Enclosures
Cc: William Stanley
File: X:\1040-1-S William Stanley\Documents\Letters\2026-10-26 - Response Letter to Twp.docx

344 Attachment 7

Township of Newberry

Appendix No. 7

APPLICATION FOR CONSIDERATION OF A WAIVER

File No.:_____

Date of receipt/filing:_____
(For Township use only)

The undersigned hereby applies for approval of a waiver, submitted herewith and described below:

1. Name of project: Final Land Development Plan for New Life House of Worship

2. Project location: 1960 Potts Hill Road

3. Name of property owner(s): William Stanley
Address: 100 Iron Furnace Court, Lewisberry Phone No.: 717-443-3607

4. Name of applicant (if other than owner):_____
Address:_____ Phone No.:_____

5. Specify section(s) of Chapter 344, Subdivision and Land Development, of the Newberry Township Code for which a waiver is requested:
1. Section 344-31R(3)(b) – Access Drive Vertical Design Requirement
2. Section 344-31R(3)(c) – Access Drive Setback 15' from a Property Line

6. The proposed alternative to the requirement:
1. Match the slope of the existing ground and the allowable grade for a residential driveway which is 15%.
2. Arrange the proposed driveway within the existing 50' frontage so that there is 15' from the edge of the drive to the western property line leaving 11.85' from the edge of the drive to the eastern property line.

7. Justification for the waiver:
1. This is being asked because of the unique configuration and grade of the lot. In order to access the main portion of the property the access drive must utilize the 350' long, 50' wide "pole" portion.

Because the grade of the property is at an existing 15%, if the access drive was limited to 10% the road would be over 15' below existing grade by the time the access drive reached the developable portion of the property. This would make it physically impossible to develop the property

2. A waiver of this section is requested because this lot only has 50' of roadway frontage making it physically impossible to stay 15' away from each property line and still have room for the access drive

8. Identification of plans, reports, or supplementary data, which are part of the application:
Final Land Development Plan for New Life House of Worship

The undersigned hereby represents that, to the best of his knowledge and belief, all information listed above is true, correct, and complete.

Date: August 10, 2026 Signature: Scott A. Klaus
Agent for Owner/Applicant

(See § 344-17A)

Memorandum

TO:	Newberry Township Board of Supervisors
FROM:	William J. Rudy, PE Newberry Township Engineer
DATE:	July 28th, 2026
SUBJECT:	**New Life House of Worship - 1960 Potts Hill Road** **Final Land Development Plan** **Engineer's Reference No. NBTWP22603**

We have reviewed the above referenced Final Land Development Plan dated July 10th, 2026, as prepared by New Life House of Worship., and offer the following comments:

A. Zoning

1. All conditions of the special exception approval and section 380-59A(45) must be met.

2. Overlay districts 380-27G(1). If located within or affected by the following overlay districts, development or uses shall meet the requirements of Article **IV** in accordance with:

    a. Section 380-31, Sensitive Environmental Features Overlay District.

    b. Section 380-32, Floodplain Protection Overlay District.

3. The Land Development plan submitted must meet all the requirements of the general supplementary provisions within the zoning ordinance under Article V.

    a. All lighting requirements must be met (380-37.J). A lighting plan must be provided.

        i. All references to Upper Allen Township must be removed.
        ii. Lighting fixtures shall not be mounted in excess of 20' above finished grade (380-37J(2)(c)[9]). Provide detail for proposed light pole.

    b. All unenclosed storage requirements must be met (380-38.C-E). Show the location of any dumpsters on the plans.

    c. Show that all off- street parking requirements are met (380-47). Provide parking calculations that show how parking requirements are met. All parking spaces and access drives shall be at least eight feet from any side or rear lot line.

    d. Show that all off-street loading facilities will be met (380-48).

    e. Show that all buffer requirements are met (380-49).

        a. Buffer yards are required along the neighboring properties. A 50' buffer shall be required between residential and non-residential uses (380-49C). Show 50' buffer with level 3 screening along the property lines.

    f. Show that all landscaping requirements are met (380-50).

g. Show that all screening requirements are met (380-51).

B. Subdivision

1. A preliminary plan submission is required (344-15).

2. Provide an existing resources and site analysis plan (344-20A(2)).

3. Preliminary Resource Impact and Conversation Plan (344-20.H).

4. Provide a woodlands evaluation (344-20.J(10).

5. Provide an executed memorandum of understanding which sets forth the responsibilities of all parties regarding the installation and inspection of the required improvements (344-20D(12)).

6. Improvement Guarantees must be submitted in accordance with Article V (344-21C(12)).

7. Ensure that additional approvals, certificates and documents are provided prior to final submission (344-21A(7)). Provide a copy of the approved Highway Occupancy Permit.

8. A statement that "a highway occupancy permit (HOP) is required pursuant to Section 420 of the Act of June 1, 1945 (P.L. 1242, No. 428), known as the 'State Highway Law,'[3] is required before driveway access, street, alley or access drive intersection to a state highway is permitted (344-20D(3)).

9. Add additional general notes that cover sections 344-20D(4),(5),(6),(7) and (8).

10. Planning module or exemption must be approved by the Township and DEP (344-39). Provide PADEP code number referencing the approved planning module on the cover sheet(344-20J(1)(a).

11. Provide a listing of any existing or proposed waivers, variances, conditional use including the date approved and any conditions associated with such approvals (344-20C(11). Waiver statement must be updated to acknowledge the outcome of the requested waivers.

12. Plan must be signed and properly notarized by the landowner (344-20D(9)).

13. Plans must be signed and sealed by the engineer & surveyor responsible for the plan content (344-20.D(2)).

14. Provide a copy of any deed restrictions imposed on the property as a condition of sale (344-20D(13)).

15. Plan must meet the park and recreation requirements or pay a fee in lieu 344-41.

16. All access drive requirements must be met (344-31R). Access drive setback distances. Do not connect with a public street within 100 feet from the intersection of any street right-of-way lines 344-31R(3)(c). Access drives must be setback 15’ from a property line.

17. Access drive clear sight triangle. Provided with a clear sight triangle and sight distance as required for a minor street (344-31R(3)(g).

18. Vertical and horizontal alignment. Subject to conform to the vertical and horizontal alignments of a minor street (344-31R(3)(b).

19. Provide written notices of approval for the water supply system (344-21C(10)).

20. Minimum radius for access drives is 35' (344-31R(3)(f)). Label radii on the plans.

C. Stormwater

1. Proposed forebay should be used to intercept water from the parking lot rather than tying storm sewer directly into storm sewer.

2. Provide a signed Operation and Maintenance Agreement in accordance with Appendix A (332-26A).

3. Provide a copy of the approved Erosion and Sediment Control and NPDES permit from York County Conservation District (332-17D(2)).

4. Provide a note regarding the right-of-entry as required in Section 332-33.

5. References for West Hanover Township must be removed from the report. Confirm rainfall data is for Newberry Township within the model.

6. Concerned with construction of infiltration trench along and under the access drive. Will the trench drain along the access drive be stepped. Detail notes that the trenches contain chambers, but none are shown on the plans.

7. Provide details of the proposed construction berm.

8. Outlet structure configuration does not match between the plan and report. Outlet pipe dimensions do not match.

9. Table in narrative incorrectly reports the 100-year post development flow.

10. Provide construction details for construction of an emergency spillway.

11. Pipe calculations must include the capacity calculations for each pipe for each pipe in the output.

12. Provide a rip-rap detail on the plans.

13. Provide a geotechnical report for proposed infiltration results.

14. A fence must be provided around the proposed stormwater basin.

D. Traffic

1. A traffic impact study will be required to confirm that the easement shown is adequate for the proposed development. Provide a traffic impact study in accordance with section 344-20.J(3).

2. Background trips from the Potts Hill Nursery and Ridge Road Trailer Park expansion should be included in the analysis.

3. Sketch plans should be included as part of the traffic study for any recommended improvements.

E. Waivers

1. Provide a site context map (344-20.E). **Applicant requesting a waiver to this section.**

F. General

1. Plan must be reviewed by the York County Planning Commission.
2. Plans must be reviewed by the fire chief for the location of proposed hydrants.
3. Recommend showing the sewer line and proposed easement for the mobile home park. Plan must be reviewed by the Newberry Township Sewer Department.
4. Sewer easement agreement must be reviewed by the Newberry Township Solicitor.
5. Proposed retaining walls will require a building permit.
6. The subdivision plan should be combined and submitted with the proposed land development plan or the subdivision plan must be recorded prior to the Land Development being recorded.

Please provide a PDF submission with any revised plans submitted to our office. Email is preferred. Please email PDF to Bill Rudy (wrudy@pennoni.com).

cc: Scott W Akens, Akens Engineering Associates, Inc.

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&LINSENBACH,PC
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Duane P. Stone
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Paul C. Siegrist-
David J. Lenox-
-Of Counsel

MEMORANDUM

TO: Newberry Township Board of Supervisors, Planning Commission, and Township Solicitor
FROM: Brian Linsenbach, Esquire
DATE: October 27, 2026
RE: Final Land Development Plan for New Life House of Worship / William Stanley
SUBJECT: Requested Modifications from SALDO §§ 344-31R(3)(b) and 344-31R(3)(c)

I. PURPOSE

This memorandum supports the Applicant's requests for two modifications from the Newberry Township Subdivision and Land Development Ordinance (the "SALDO"): (1) permission under § 344-31R(3)(b) for a maximum access-drive grade of 15% rather than 10%; and (2) permission under § 344-31R(3)(c) for an approximately 11.85-foot setback from the eastern property line rather than 15 feet, while maintaining the required 15-foot setback from the western property line.

II. GOVERNING STANDARD

Section 512.1(a) of the Pennsylvania Municipalities Planning Code ("MPC"), 53 P.S. § 10512.1(a), authorizes the governing body to modify SALDO requirements when literal enforcement would cause undue hardship because of peculiar conditions pertaining to the land, provided the modification is not contrary to the public interest and the purpose and intent of the ordinance are observed.

The record should identify the specific physical conditions supporting each modification and explain why the requested relief is necessary. The requests here arise from the parcel's existing dimensions and topography, not from convenience, cost, aesthetics, or a preferred development layout.

III. SEPARATE ACTION ON MODIFICATION REQUESTS

The Applicant respectfully requests that the Board consider and act upon the pending modification requests before taking final action on the land development plan. Section 512.1 of the MPC treats a modification request as a distinct request that accompanies and becomes part of the development application, requires that the grounds for the requested modification be stated in writing, authorizes referral of the request to the planning agency for advisory comments, and requires the governing body to maintain a written record of its action on the request. 53 P.S. § 10512.1(b)-(d). Nothing in Section 512.1 requires that final action on the underlying land development plan occur simultaneously with action on a modification request.

Separate consideration is particularly appropriate here because the requested modifications concern fundamental elements of the site design. The permitted grade and location of the access drive will materially affect the engineering and configuration of the remainder of the plan. Requiring the Applicant to complete revisions addressing every remaining technical review comment before determining whether the basic access configuration will be permitted would risk substantial unnecessary redesign, engineering expense, and additional municipal review.

At the same time, action on the modification requests would not constitute approval of the land development plan. Nor would it excuse the Applicant from addressing outstanding review comments or complying with any SALDO requirements that have not been specifically modified. The plan would remain pending and subject to further engineering review and subsequent formal action by the Township.

Pennsylvania appellate treatment of SALDO modification requests further supports considering the modification determination separately from ultimate plan disposition. In Appeal of Cornell Homes, the Commonwealth Court affirmed an order directing that a requested SALDO modification be granted while separately directing the municipal council to take whatever further action was required on the preliminary subdivision application. The case therefore demonstrates that determination of an MPC § 512.1 modification is not inherently inseparable from final disposition of the underlying development plan.

Accordingly, the Applicant respectfully requests that the Board act presently only upon the two modification requests, place its findings and action upon those requests in the Township's written record, and defer consideration of final approval or denial of the land development plan until the Applicant has had the opportunity to address the remaining review comments. This procedure resolves the threshold site-design issues first while fully preserving the Township's authority to review and act upon the completed plan.

IV. ACCESS-DRIVE GRADE

The property is served through an approximately 350-foot-long access corridor having an existing grade of approximately 15%. The project engineer advises that limiting the access drive to a 10% grade would cause the drive to diverge progressively from the natural terrain and to reach the developable portion of the property more than 15 feet below existing grade.

The requested 15% maximum grade therefore responds directly to the property's existing topography. Literal enforcement of the 10% standard would materially impair practical access to the developable portion of the tract and would impose undue hardship because of a peculiar condition of the land.

V. ACCESS-DRIVE SETBACK

The access corridor is only 50 feet wide. That fixed width prevents the proposed access drive from maintaining a 15-foot setback from both property lines. The proposed design minimizes the deviation by preserving the full 15-foot setback along the western property line and providing approximately 11.85 feet along the eastern property line, a reduction of approximately 3.15 feet.

The requested modification is narrow, is limited to one side of the corridor, and arises directly from the parcel's existing configuration. It constitutes the minimum relief reasonably necessary to provide functional access.

VI. PUBLIC INTEREST AND ORDINANCE PURPOSE

The proposed modifications substantially preserve the SALDO's access and setback objectives. The grade modification allows the drive to follow the existing terrain rather than requiring substantial excavation below natural grade. The setback modification maintains full compliance on one side and only a limited reduction on the other.

Provided the Township Engineer and emergency-service representatives are satisfied that the proposed access is safe and adequate for the intended use, the Board may reasonably find that the modifications are not contrary to the public interest and that the purpose and intent of the SALDO remain observed.

VII. CONCLUSION

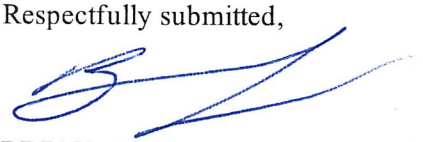
The requested modifications are supported by peculiar physical conditions of the property, specifically the approximately 350-foot-long, 50-foot-wide access corridor and the existing approximately 15% grade. Those conditions directly cause the hardship and justify the limited relief requested.

Accordingly, the Board has a legally supportable basis under MPC § 512.1 to grant each requested modification separately **without presently approving the land development plan**. The plan may thereafter remain pending for completion of the remaining engineering and review comments and subsequent formal action by the Township. This approach resolves the threshold design issues presented by the requested modifications while preserving the Township's full authority with respect to all remaining aspects of the land development plan.

RECOMMENDED FINDINGS FOR BOARD ACTION

- Literal compliance would impose undue hardship because of peculiar conditions pertaining to the land.
- Each modification is limited to the relief reasonably necessary to address those conditions.
- The modifications are not contrary to the public interest, subject to compliance with Township engineering and emergency-access requirements.
- The purpose and intent of the SALDO remain observed.
- Action on the modification requests does not constitute approval of the land development plan, which remains subject to resolution of all outstanding review comments and subsequent formal action.

Respectfully submitted,



BRIAN C. LINSENBACH, Esquire
Email: *Brian@SWLawyers.com*

BCL/rlb

NEWBERRY TOWNSHIP

GENERAL FUND - REVENUE

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
TAX REVENUE		
301.100	Real Estate Taxes-Current	$2,860,000
301.200	Real Estate Taxes-Prior	$30,000
301.400	Real Estate Taxes-Delinquent	$60,000
	Total-Real Estate Taxes	**$2,950,000**
310.010	Per Capita Taxes-Current	$0
310.020	Per Capita Taxes-Prior	$0
310.030	Per Capita Taxes-Delinquent	$0
	Total-Per Capita Taxes	**$0**
310.100	Realty Transfer Taxes	$300,000
	Total Realty Transfer Taxes	**$300,000**
310.210	Earned Income Taxes-Current	$1,732,500
310.220	Earned Income Taxes-Prior	$1,050,000
	Total-Earned Income Taxes	**$2,782,500**
310.510	Local Service Tax - Current Year	$150,000
310.520	Local Service Tax - Prior Year	$50,000
	Total-LST	**$200,000**
	TOTAL ALL TAXES	**$6,232,500**
LICENSES AND PERMITS		
320.320	Junkyard Licenses	$1,550
321.340	Mobile Home Park Permits	$22,000
321.800	Cable TV Franchise Fees	$121,000
322.820	Road Encroachment Permit	$10,000
322.850	Stormwater/Soil Disturbance	$200
323.000	Miscellaneous Permits	$15,000
	Total-License and Permits Fees	**$169,750**
FINES AND FOREFEITURES		
331.110	PA Motor Vehicle Code Violations	$90,000
331.120	Violation of Township Ordinances	$500
	Total-Fines and Forfeitures	**$90,500**
INTEREST AND RENTS		
341.000	Interest	$261,964
	Total-Interest and Rent	**$261,964**
354.021	PCCD Grant 38859	$0
354.022	PCCD Grant-42550-Recruiting	$0

ACCOUNT	LINE ITEM	2027 PROPOSED
354.022	Police Sign on Grant	$0
354.023	Police Academy Wage Grant	$0
354.024	Police Academy Training Cost Grant	$0
	RACP	$0
351.101	Police Body Camera	$0
354.120	PEMA Grant	$0
354.130	Comprehensive Plan-Grant	$75,000
354.030	DEP Recycling Grant	$30,000
354.020	Public safety Grant	$44,647
354.000	Grant for Admin Bldg	$0
354.031	State Highway & Street Grants	$0
354.000	Stormwater Grant-LSA	$0
	Total-Intergovernmental Revenues	**$149,647**
STATE SHARED REVENUE		
355.010	Public Utility Commission	$5,000
	Alcoholic Beverage	$2,700
355.120	Foreign Casualty Insurance	$285,200
355.130	Foreign Fire Insurance Premium Tax	$100,000
	Total-State Shared Revenue	**$392,900**
357.030	Legislative Grant Program	$0
GOVERNMENTAL REVENUE		
361.310	Subdivision Submission	$2,000
361.330	Zoning Permit	$8,000
361.340	Zoning Hearing Fees	$4,250
361.341	Conditional Use Fees	$0
378.000	Hydrant tax-Water System	$0
	Total-Governmental Revenues	**$14,250**
PUBLIC SAFETY FEES		
362.100	Special Police Services	$82,992
362.110	Accident Report Sales	$5,000
362.400	Building Permit Fees-Administrative	$200,000
362.410	Building Permit fees Inspection	$500
362.420	Electrical Permits	$6,000
362.430	Plumbing Permits	$2,500
362.440	On-Lot Septic Permit Fees	$20,000
362.500	Mechanical Permit	$2,000

ACCOUNT	LINE ITEM	2027 PROPOSED
365.500	State Fee Permit	$1,200
	Total-Public Safety Fees	**$320,192**
SANITATION		
364.100	Quarterly Trash Income	$50,000
364.400	Dump Fees Income	$1,000
364.500	Recycling Bins Income	$0
	Total-Sanitation	**$51,000**
OTHER REVENUES		
380.000	Miscellaneous Revenue	$15,000
380.200	Sewer Reimb. Management Fee	$125,000
383.100	2% Observation Fees	$0
387.000	Contribution/Public, Business(Police/Nat't Night Out)	$5,000
387.100	Contribution-Special Events	$5,950
	Total-Other Revenues	**$150,950**
PROCEEDS FROM FIXED ASSETS		
391.100	Receipts from Sale of Property	$0
392.800	Transfer in-Fire Tax	$0
392.090	Transfer from Refuse	$0
392.100	Transfer to Special Events Fund	$0
392.300	Transfer from Capital Reserve Fund	$0
392.320	Transfer from ARP	$0
392.500	Transfer from MESB	$0
395.000	Refund of Prior Year Expenditures	$50,000
	Total-Proceeds from Fixed Assets & Transfers	**$50,000**
	Total Revenue	**$7,883,653**
	Beginning Balance Jan 1_____	**$7,870,742**
	Total Funds Available	**$15,754,395**

NEWBERRY TOWNSHIP

GENERAL FUND - EXPENDITURES

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
SUPERVISORS EXPENSES		
400.113	Salaries-Supervisors	$13,000
400.460	Meetings and Conferences	$500
	Total-Board of Supervisors	**$13,500**
ADMINISTRATIVE EXPENSES		
401.121	Salary-Manager	$86,961
401.130	Salary-Comptroller	$78,394
401.141	Office Assistant	$44,087
401.210	Office Supplies	$6,000
401.220	Operating Supplies	$3,000
401.215	Postage	$3,000
401.231	Vehicle Fuel	($2,000)
401.251	Vehicle Parts	$500
401.313	Engineering Services	$70,000
401.314	Legal Services	$90,000
401.321	Telephone-Basic	$1,704
401.325	Postage Meter Costs	$865
401.331	Travel Expense	$200
401.341	Advertising	$5,000
401.374	Vehicle Repair Services	$1,000
401.420	Dues, Subscriptions, Memberships	$15,000
401.450	Contracted Services	$133,455
401.460	Meetings and Conferences	$2,000
401.700	Capital Improvements	$35,000
401.750	Minor Equipment	$10,000
401.800	Special Events Expense	$7,000
	Total-Township Administration	**$591,166**
FINANCIAL ADMINISTRATION		
402.314	Special Auditing Services	$24,586
	Total-Financial Administration	**$24,586**
TAX COLLECTION		
403.114	Compensation, Elected Tax Collector	$46,500
403.200	Supplies & Postage	$4,000
403.300	Tax Collection Discount	$65,000
	Total-Tax Collection	**$115,500**
408.310	Contracted Legal / Engineering Services	$4,300

ACCOUNT	LINE ITEM	2027 PROPOSED
	Total-Contracted Legal	**$4,300**
409.220	Supplies	$3,200
409.230	Propane	$13,000
409.232	Propane-MESB	$6,200
409.322	Internet	$1,740
409.361	Electricity	$14,400
409.362	Electricity-MESB	$18,000
409.366	Public Water	$9,000
409.370	Repairs and Maintenance	$25,000
409.450	Contracted Services	$1,000
	Total-Governmental Buildings	**$112,340**
POLICE DEPARTMENT		
410.121	Longevity	$162,000
410.122	Salary-Police Chief	$136,500
410.123	Lt. Salary	$119,452
410.130	Salary-Sergeants	$443,373
410.131	Salary-Police Officers	$1,039,222
410.140	Salary-Clerical	$102,936
410.180	Investigative Expense	$3,000
410.185	Overtime Premium	$65,500
410.191	Uniform Maintenance	$7,000
410.192	Health and Welfare	$7,400
487.161	Social Security	$128,277
487.163	Medicare	$30,000
487.156	Blue Cross & Vision	$982,865
487.156	Dental	$20,608
487.158	Life	$40,102
487.354	Worker's Comp	$87,621
487.160	Pension	$281,179
410.195	Alarm, Permit, Fine Expenses	$4,700
410.210	Office Supplies	$5,000
410.215	Postage	$300
410.220	Operating Supplies	$9,000
410.221	Car Wash, Speedometer and Vascar Cal	$3,200
410.225	Tires	$3,000
410.231	Vehicle Fuel	$55,000
410.238	Clothing and Uniforms	$15,000

ACCOUNT	LINE ITEM	2027 PROPOSED
410.242	Weapons	$14,000
410.243	Ammunition	$0
410.250	Vehicle Repair	$13,500
410.251	Vehicle Parts	$5,000
410.260	Minor Equipment	$10,000
410.270	Computer Hardware, Software RMS	$18,000
410.314	Special Legal Services	$10,000
410.321	Telephone	$3,600
410.322	Internet	$3,200
410.324	Mobile Communications	$7,000
410.327	Radio Repairs (Contracted)	$1,000
410.341	Advertising	$250
410.360	Audit Fees	$0
410.370	Building Maintenance	$10,000
410.373	Janitorial Services	$0
410.381	Equipment Maint.	$7,400
410.450	Contracted Services	$165,000
410.460	Meetings & Conferences	$3,000
410.461	Training	$12,000
410.501	Police Vests	$4,000
410.502	Police Body Cameras	$0
410.740	Capital Outlay-Vehicles	$35,000
410.800	National night out	$5,000
	Total Police Protection	**$4,079,185**
FIRE PROTECTION		
411.150	Safety Director	$0
411.220	Operating Supplies	$0
411.350	Insurance-Workers Compensation	$0
411.351	Insurance-Auto, Property	$0
411.363	Fire Hydrant Service	$69,161
411.501	Fireman's Relief Grant-Newberry	$70,000
411.502	Fireman's Relief Grant-York Haven	$15,000
411.503	Fireman's Relief Grant-Goldsboro	$15,000
411.544	Special Contributions-Newberry	$0
	Total-Fire Protection	**$169,161**
AMBULANCE SERVICES		

ACCOUNT	LINE ITEM	2027 PROPOSED
	Total-Ambulance Services	**$0**
CODE ENFORCEMENT		
413.120	Salary-Animal Control Officer	$5,000
413.241	Animal Control Services	$16,000
413.313	Engineering Fees-2%	$0
413.316	SEO Fees	$20,000
	Total-Codes Enforcement	**$41,000**
ZONING AND PLANNING		
414.122	Salary Zoning Officer	$69,223
414.210	Office Supplies	$1,250
414.231	Vehicle Fuel	$500
414.251	Vehicle Parts	$150
414.250	Vehicle Repair	$500
414.313	Engineering Fees	$5,000
414.314	Legal Services	$10,000
414.321	Telephone	$600
414.325	Postage	$300
414.341	Printing and Advertising	$2,500
414.420	Dues, Subscriptions, Memberships	$500
414.450	Contracted Services	$88,500
414.451	Stenographic Services	$1,500
414.460	Meetings & Conferences	$2,000
414.461	Training Costs	$1,500
414.750	Minor Equipment	$1,000
414.800	Comprehensive Plan Contigency	$9,000
	Total-Planning & Zoning	**$194,023**
EMERGENCY MANAGEMENT		
415.130	EMA Wages	$5,000
415.210	Office Supplies	$750
415.220	EMA Supplies	$2,800
415.231	EMA-fuel	$500
415.000	Vehicle repairs	$200
415.321	Telephone/Pager	$840
414.450	EMA- Contracted Services	$1,600
415.461	Training	$600
	Total-Emergency Management	**$12,290**

ACCOUNT	LINE ITEM	2027 PROPOSED
419.150	Public Safety Director-SAFER Grant	$4,500
419.220	VFD Service Credit-Real Estate	$10,000
419.240	General Operating Supplies-SAFER Grant	$0
419.331	Travel-SAFER Grant	$702
419.341	Advertising-SAFER Grant	$1,000
419.450	Grant Management-SAFER Grant	$1,925
419.461	Training-SAFER Grant	$5,815
419.310	Incentive-SAFER Grant	$24,000
	Total Public Safety	**$47,942**
429.470	Septic Permit Refund	$0
	Total-Septic Systems	**$0**
HIGHWAY		
430.110	Salary-Public Works Director	$92,239
430.130	Salary-Equipment Operators	$331,260
430.185	Overtime	$25,000
430.210	Office Supplies	$1,500
430.220	Operating Supplies	$14,500
430.231	Vehicle Fuel	$50,000
430.251	Vehicle Parts	$40,000
430.260	Small Tools and Minor Equipment	$2,000
430.314	Legal Services	$1,000
430.321	Telephone	$2,400
430.326	Radio Purchases	$1,000
430.327	Radio Maintenance	$1,500
430.372	Highway/Street General Services-Other	$300,000
430.375	Vehicle Repair Services	$45,000
430.380	Equipment Rental	$5,000
430.420	Dues, Subscriptions, Memberships	$4,000
430.450	Contracted Services	$18,120
430.460	Meetings and Conferences	$5,000
430.740	Major Equipment	$102,000
430.750	Minor Equipment/Other	$10,000
487.161	Social Security	$29,357
487.163	Medicare	$6,866
487.157	Teamsters Health/Dental/ Vision/Disability	$152,940
487.158	Life	$1,638
487.354	Worker's Comp	$24,966

ACCOUNT	LINE ITEM	2027 PROPOSED
	TOTAL HIGHWAY EXPENDITURES	**$1,267,285**
446.200	MS4 Supplies	$3,000
446.310	Professional Services	$500
446.313	Engineering Fees	$2,000
446.314	Legal Fees	$1,000
446.340	Advertising	$1,000
446.370	Repairs & Maint.	$40,000
	Total Storm Water/MS4	**$47,500**
LIBRARIES		
456.520	Contribution to Libraries	$12,500
	Total Contribution to Libraries	**$12,500**
SENIOR CITIZENS		
458.520	Contribution to Senior Citizens	$22,000
	Total-Senior Citizens	**$22,000**
459.520	Contribution to New Hope	$10,000
459.540	Contributions to Other (Memorial Day Parade)	$500
	Total-Other Contributions	**$10,500**
DEBT PAYMENTS		
471.913	Loan -Principal	$161,000
472.911	Loan -Interest	$117,494
473.000	Bond Service Cost	$0
	Total-Debt Payments	**$278,494**
480.000	Miscellaneous Expense	
480.100	Bank Charges	$3,660
480.200	Tax Refunds	$5,000
	Total-Miscellaneous Expenditures	**$10,060**
INSURANCE		
486.351	Insurance package	$209,250
486.356	Unemployment Compensation (tax)	$12,320
	Total-Insurance	**$221,570**
BENEFITS		
487.156	Health Insurance	$170,227
487.157	Teamsters	$0
487.158	Group Life Insurance-Administration	$2,749
487.159	Group Life Insurance-Police	$0

ACCOUNT	LINE ITEM	2027 PROPOSED
487.160	Pension Contribution	$2,635
487.161	Social Security	$22,845
487.163	Medicare	$5,343
487.165	Pension Expense	$5,000
487.354	Workers Compensation	$883
	Total-Benefits	**$209,682**
492.300	Transfer to Retirement Reserve	$73,000
492.600	Pension Contribution	$285,200
	Total Transfers	**$358,200**
	Total Expenditures	**$7,842,785**
	Ending Balance 12/31/2027	**$7,911,610**
	Difference between Total Revenue and Total Expendi...	**$40,868**

NEWBERRY TOWNSHIP

CAPITAL RESERVE

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
FEDERAL & STATE GRANTS		
351.022	PCCD Grant- Byrne Radios	$243,043
351.030	LSA Grant(State)-Dump Truck	$283,083
351.032	LSA Grant (State)-Culvert	$245,255
351.033	LSA Grant (Local)- Paver	$280,600
351.034	LSA Grant (State)-Roller	$194,116
354.060	Terry Dolan Mem Park Grant	$96,200
354.070	Recreation Grant-Dolan Park	$51,000
354.071	Recreation Grant-Connectivity	$608,000
	Total Grants	**$2,001,297**
INTERGOVERNMENTAL TRANSFERS		
392.000	Transfer from GF	$0
392.100	Transfer from Cap Reserve Accounts	$0
	Total Intergovernment Revenue	**$0**
	Total Revenue	**$2,001,297**
	Beginning Balance Jan 1_____	**$1,945,684**
	Total Funds Available	**$3,946,981**
	Total Reserve for Building/Land	**$0**
410.742	Capital Purchase-Radios	$243,043
410.741	Capital Purchase-Vehicles	$0
	Total ReservePolice	**$243,043**
	Total Fire	**$0**
430.740	Capital Purchase-Dump Truck-Cab & Chassis	$169,000
430.740	Capital Purchase-Dump Body	$103,825
430.740	Capital Purchase-Dump Truck-Salt Spreader	$6,515
430.740	Capital Purchase-Dump Truck-Plow	$20,485
430.742	Capital Purchase- Excavator	$150,000
430.473	Capital Purchase-Paver	$280,600
430.374	Capital Purchase- Roller	$194,116
	Total Reserve for Highway Equipment	**$924,541**
436.720	Capital Improvement-Culvert-Culhane	$0
436.720	Capital Improvement-Culvert-Shady Lane	$245,255
	Total Reserve for Storm Water	**$245,255**
454.720	Captial improvement-Dolan Park	$288,760
454.721	Capital Improvment-Connectivity	$608,000

ACCOUNT	LINE ITEM	2027 PROPOSED
	Total Reserve for Parks & Recreation	$896,760
DEBT PAYMENTS		
	Total-Debt Payments	$0
MISCELLANEOUS EXPENSES		
	Total Miscellaneous Expenses	$0
	Total Expenditures	$2,309,599
	Ending Balance 12/31/2027	$1,637,382
	Difference between Total Revenue and Total Expendi...	($308,302)

NEWBERRY TOWNSHIP

FIRE TAX

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
INTEREST AND RENTS		
341.000	Interest	$17,700
310.600	Fire Tax-Current	$268,000
310.610	Fire Tax-Prior	$3,000
380.000	Misc Income	$0
	INTERGOVERNMENTAL REVENUE	**$288,700**
	Total Revenue	**$288,700**
	Beginning Balance Jan 1____	**$471,712**
	Total Funds Available	**$760,412**
EXPENDITURES		
411.100	Paid Driver	$2,250
411.161	Social Security	$140
411.163	Medicare	$33
411.210	Supplies	$500
411.231	Vehicle Fuel	$0
411.314	Legal Fees	$1,000
411.324	Mobile Communications	$300
411.350	Insurance-Workers Compensation	$30,000
411.351	Insurance-Auto, Property	$20,750
411.356	Unemployment Comp Tax	$87
411.450	Contracted Services	$84,000
411.540	Contribution-Newberry	$48,000
411.541	Contribution-Goldsboro	$0
411.542	Contribution-York Haven	$0
480.100	Bank Service Charges	$50
480.200	Tax Refund	$150
	Total Fire Expenses	**$187,260**
	Total Expenditures	**$187,260**
	Ending Balance 12/31/2027	**$573,152**
	Difference between Total Revenue and Total Expendi...	**$101,440**

NEWBERRY TOWNSHIP

GF SAVINGS

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
EXPENDITURES		
354.020	SAFER Grant	$44,647
341.000	Interest	$187,000
	Total Revenue	**$231,647**
	Beginning Balance Jan 1____	**$7,035,664**
	Total Funds Available	**$7,267,311**
	Transfer to GF	$44,647
	Total Expenditures	**$44,647**
	Ending Balance 12/31/2027	**$7,222,664**
	Difference between Total Revenue and Total Expendi...	**$187,000**

NEWBERRY TOWNSHIP

NATIONAL NIGHT OUT

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
EXPENDITURES		
387.000	Contribution/Public, Business(Nat't Night Out)	$5,000
341.000	Interest	$4
	Total Revenue	**$5,004**
	Beginning Balance Jan 1____	**$4,200**
	Total Funds Available	**$9,204**
410.800	National night out	$5,000
	Total Expenditures	**$5,000**
	Ending Balance 12/31/2027	**$4,204**
	Difference between Total Revenue and Total Expendi...	**$4**

NEWBERRY TOWNSHIP

SPECIAL EVENTS

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
EXPENDITURES		
387.100	Contribution-Special Events	$5,950
	Total Revenue	**$5,950**
	Beginning Balance Jan 1____	**$7,207**
	Total Funds Available	**$13,157**
401.800	Special Events	$7,000
	Total Expenditures	**$7,000**
	Ending Balance 12/31/2026	**$6,157**
	Difference between Total Revenue and Total Expendi...	**($1,050)**

NEWBERRY TOWNSHIP

HYDRANT FUND

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
EXPENDITURES		
341.000	Interest	$26,860
378.000	Hydrant tax-Water System	$0
	Total Revenue	**$26,860**
	Beginning Balance Jan 1____	**$816,010**
	Total Funds Available	**$842,870**
411.363	Fire Hydrant Service	$69,161
	Total Expenditures	**$69,161**
	ENDING BALANCE 12/31/2027	**$773,709**
	Difference between Total Revenue and Total Expendi...	**($42,301)**

NEWBERRY TOWNSHIP

LIQUID FUELS

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
EXPENDITURES		
341.000	Interest	$17,000
355.050	M.V. Fuel Taxes	$561,641
	TOTAL REVENUE	**$578,641**
	BEGINNING BALANCE Jan 1_____	**$388,034**
	TOTAL FUNDS AVAILABLE	**$966,675**
432.220	Operating Maintenance	$3,000
432.249	Salt/Anti Skid	$125,000
432.450	Contracted Snow Removal	$30,000
433.220	Operating Supplies	$3,000
433.361	Electric	$8,500
433.450	Contracted Services Lights/Signs	$25,000
433.750	Line Painting	$30,000
436.220	Stormwater Operating Supplies	$25,000
438.239	Stone Bituminous Materials	$450,000
438.450	Contract Guiderail/Engineering	$10,000
439.450	Contracted Service/Tree Trimming	$5,000
	TOTAL EXPENDITURES	**$714,500**
	ENDING BALANCE 12/31/2027	**$252,175**
	Difference between Total Revenue and Total Expendi...	**($135,859)**

NEWBERRY TOWNSHIP

RECREATION

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
EXPENDITURES		
341.000	Interest	$100
367.000	Rec fees/developer fees	$100,000
342.000	Rental Fees/Fund Raisers/Misc.	$2,000
	Total Revenue	**$102,100**
390.000	**Beginning Balance Jan 1____**	**$274,850**
	Total Funds Available	**$376,950**
RECREATION EXPENDITURES		
454.220	Maint/Oper. Parks	$30,000
454.231	Fuel (mowers, saw, etc.)	$1,800
454.260	Park Improvement-minor equipment	$30,000
454.313	Engineering Fees	$20,000
454.314	Legal Fees	$2,000
454.341	Advertising	$3,000
454.329	Misc	$2,500
454.361	Electricity-Parks	$2,300
454.364	Portable Toilets	$8,000
454.374	Repairs/Parts/Machinery/Equipment	$20,000
454.380	Equipment Rental	$1,000
454.450	Contracted Services	$1,000
480.200	West Shore Non-Resident Reimbursement	$2,000
	Total Expenditure	**$123,600**
	Ending Balance12/31/2027	**$253,350**
	Difference between Total Revenue and Total Expendi...	**($21,500)**

NEWBERRY TOWNSHIP

RETIREMENT

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
RECREATION EXPENDITURES		
392.000	Transfer from General Fund	$73,000
341.000	Interest	$5,100
	Total Revenue	**$78,100**
	Beginning Balance Jan 1____	**$72,587**
	Total Funds Available	**$150,687**
401.142	Retirement Benefit Payouts	$0
	Total Expenditures	**$0**
	Ending Balance 12/31/2027	**$150,687**
	Difference between Total Revenue and Total Expendi...	**$78,100**

NEWBERRY TOWNSHIP

SEWER

2027 PROPOSED BUDGET

ACCOUNT	LINE ITEM	2027 PROPOSED
RECREATION EXPENDITURES		
341.000	Interest Earning	$283,000
341.100	Gain/Loss Sale Assets	$0
354.100	DCED Cly Rd Ext Grant	$161,000
364.100	Sewer Rents	$2,672,010
364.130	Tapping Fee Income	$320,000
364.160	Inspection Fee Income	$800
364.210	Goldsboro (Income)	$120,000
380.100	Reimbursed Labor	$0
392.000	Interfund Transfer	$0
	TOTAL INCOME	**$3,556,810**
	TOTAL INCOME	**$3,556,810**
	BEGINNING BALANCE 01/01/2021	**$8,192,221**
	TOTAL FUNDS AVAILABLE	**$11,749,031**
	TOTAL CAP. IMPROVEMENTS &PROJECTS	**$0**
402.120	Salary-Administrative Assistant	$76,596
402.121	Salary Township Manager	$42,831
402.130	Salary-Comptroller	$26,131
402.156	Blue Cross	$20,139
402.158	Group Life	$684
402.161	Social Security	$9,025
402.163	Medicare	$2,111
402.210	Materials & Supplies	$1,000
402.310	Legal Expense	$12,000
402.320	Billing Expense	$16,000
402.325	Postage	$5,000
402.331	Travel Expense	$250
402.340	Office Telephone	$840
402.460	Engineering Expense	$20,000
402.520	Advertising Expense	$500
402.540	Contracted Services	$2,400
402.560	Training/Conference/Seminars	$500
402.581	Computer Expense	$3,000
402.950	Township Management Fee	$133,600
402.980	Bond Expense	$1,000
	TOTAL ADMINISTRATIVE EXPENSES	**$373,607**

ACCOUNT	LINE ITEM	2027 PROPOSED
429.100	Salary-WWSC	$110,345
429.130	Salary-Laborer	$172,113
429.131	Salary-Operator	$67,492
429.149	Call Out Time\OT	$10,000
429.210	Materials & Supplies - Plant	$9,000
429.260	Minor Equipment Purchase	$8,500
429.325	Postage & Shipping	$100
429.340	Plant Telephone	$5,000
429.350	Pumping Station Utilities	$35,000
429.360	Cly & Midway Road Plant Electric	$168,000
429.370	Maintenance & Repairs - Plant	$50,000
429.440	Uniforms	$6,000
429.463	Sludge Belt Press O & M	$250,000
429.480	Pumping Station Maintenance	$60,000
429.490	Vehicle Expense	$5,000
429.491	Vehicle Fuel	$12,000
429.500	Chemicals - Odophos	$50,000
429.505	Lab Testing	$27,500
429.510	Sludge Disposal	$2,000
429.511	Grit Disposal/Tank Cleaning	$15,000
429.512	NEYCSA Disposal	$100,000
429.514	NPDES Permit	$5,000
429.540	Contracted Services - Plant	$18,000
429.560	Training/Conferences - Plant	$5,000
429.580	Major Equipment Purchase	$75,000
429.710	Chesapeak By N&P	$5,000
429.720	NEYSA N&P	$15,000
429.730	Plant Disinfection Upgrade Exp	$925,000
429.735	Plant Generator	$0
429.760	Cly Road Extension Expense	$1,000,000
429.770	Misc. Extension	$25,000
429.990	Line Maintenance	$12,000
429.991	Manhole Maintenance	$40,000
429.992	Manhole Maintenance I & I	$15,000
486.351	Property Insurance/Auto	$45,000
486.356	PSATS/UC	$2,310
486.430	Property Taxes	$0

ACCOUNT	LINE ITEM	2027 PROPOSED
487.156	Blue Cross	$190,366
487.158	Group Life	$3,219
487.161	Social Security	$22,317
487.163	Medicare	$5,219
487.354	Workers Compensation	$11,000
	TOTAL OPERATING EXPENSES	**$3,582,481**
471.912	Sewer Bond Principal	$175,000
472.922	Sewer Bond Interest	$25,185
480.000	Miscellaneous Expense	$300
480.100	Bank Analysis Charge	$720
	TOTAL BANKING & EXPENSE	**$201,205**
	TOTAL EXPENDITURES	**$4,157,293**
	ENDING BALANCE 12/31/2027	**$7,591,738**
	Difference between Total Revenue and Total Expendi...	**($600,483)**

NOTICE is hereby given that the 2027 proposed Newberry Township, York County, PA budget is available for public inspection. The proposed budget may be viewed at the Newberry Township Municipal Building at 1915 Old Trail Road, Etters, PA 17319, M-F between 8 am and 4 pm. It can also be viewed at www.newberrytwp.com/budgets. The proposed 2027 budget will be considered and may be adopted at the regularly scheduled meeting of the Board of Supervisors on December 15, 2026, at 6:00 pm. The meeting will be livestreamed for public viewing. Details of how to access the livestream is posted on the Newberry Township website at www.newberrytwp.com. Public comments to the budget items may be submitted by email to admin@newberrytwp.com. Public comments submitted by email will be read or otherwise entered into the record by the Board of Supervisors at the public meeting. Newberry Township residents may give public comments in person at the regular Board meeting on December 15, 2026. The public participation policy is listed on the township website.

Aaron Schwartz, Township Manager

2026-2027 Snow Removal Bids
11/19/2026

Bidder	Address	Bid Summary	Bid Amount
Rehbein's Service Center	928 Pleasant Drive York Haven, PA 17370	12 Ton Dump with 12' Power Angle Plow & Gate Spreader/Spinner (International 4800)	$175.00/per hour
Crumling Excavating	40 Shady Lane York Haven, PA 17370	2006 International 7400 dump truck with 13' power angle and tailgate spreader 1985 John Deer 2750 Tractor 95HP (if needed) 2004 426B Caterpillar Backhoe 2015 259D Caterpillar Skid Loader (if needed) 2008 262 Caterpillar Skid Loader (if needed)	$175.00/per hour $165.00/per hour $145.00/per hour $135.00/per hour $135.00/per hour
Reeser Brothers	905 Pleasant Grove Road York Haven, PA 17370	1995 Ford F8000 11' Hydraulic 36180	$175.00/per hour

Bids were opened on November 19th, 2026 and read by Administrative Assistant Wendy Etter and Township Manager Aaron Schwartz.

Wendy Etter

Wendy Etter - Admin Assistant

Aaron Schwartz - Township Manager

AGREEMENT

between

TOWNSHIP OF NEWBERRY

YORK COUNTY, PENNSYLVANIA

and

TEAMSTERS LOCAL 776

HARRISBURG, PENNSYLVANIA

January 1, 2027 through December 31, 2030

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Township of Newberry, York County, Pennsylvania (hereinafter called the "Township") and Teamsters Local Union 776, affiliated with the International Brotherhood of Teamsters (hereinafter called the "Union").

ARTICLE l MANAGEMENT RIGHTS

1.1 The Union recognizes the right of the Township to operate and manage the Township. All rights, functions, prerogatives and discretions of the management of the Township formerly exercised or exercisable by the Township are retained by and remain vested exclusively in the Township, except to the extent that such rights, functions, prerogatives and discretions are specifically and explicitly modified by the provisions of this agreement. Without limiting the generality of the foregoing, the Township reserves the right to manage and operate the Township; to determine the way in which services shall be provided; to direct employees and assign work; the right to determine the quality and quantity of work to be performed; the right to determine employee qualifications; the right to establish and require standards of performance and rules of conduct; the right to require the maintenance of discipline, order and efficiency; the right to evaluate competency and performance; the right to hire, transfer and promote; the right to establish, promulgate, administer, regulate, determine, revise and re-determine policies, practices, methods, procedures and conditions related to work standards, staffing, training, operations, service and maintenance; the right to determine the quality and type of equipment to be used or whether any particular item or piece of equipment will be used by employees covered by this agreement; the right to determine the number and location of all facilities of the Township and whether the whole or any part of its operations shall continue to operate; the right to reduce the hours and to lay off employees for lack of work or other reasons and to recall employees; the right to determine and re-determine job content and to organize, establish, reduce, alter, combine or discontinue any job classification, department, unit, operation or service, or portion thereof; the right to introduce a change in method or methods of operation which will produce a change in job duties and reduction in personnel; the right to subcontract work pursuant to Section 1.3 or use the services of temporary, seasonal and casual employees, foremen or department heads pursuant to Section 1.2; the right to discharge, dismiss, demote or suspend employees for just cause; the right to require overtime work; and the right to promulgate and enforce all rules relating to any and all of its rights, functions, prerogatives and discretions.

1.2 The Township may assign foremen or department heads to perform bargaining unit work provided that the Township shall not lay off a full-time employee in order to replace that employee with a foremen or department head.

1.3 The Township shall not subcontract or contract out any work or duties to a third party subcontractor if the subcontract or employment of the contractor shall result in the necessity for the layoff of bargaining unit members except that the Township shall have the sole right to contract out for services where: 1) the Township determines that the work or project is an emergency (including snow removal); 2) the Township determines that the work or project requires expertise not possessed by the bargaining unit; 3) the Township

determines that the work or project requires equipment that the Township does not own; and 4) the Township determines that the bargaining unit cannot complete the work or project within the timeframe required by the Township. If the bargaining unit believes that these criteria are not met they may take a grievance. The Township shall not have the right to subcontract if there is any covered employee on layoff status.

ARTICLE 2 RECOGNITION

2.1 The Township recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The bargaining unit has been established in accordance with the PLRB Certification Order of May 3, 1983.

2.2 The bargaining unit for which this recognition is granted includes the following classifications:

All full-time and regular part-time employees of Highway Department and Township offices, including but not limited to Highway Workers, Secretaries and Custodians; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards, as defined in the Act and excluding elected officials.

2.3(a) When new titles are created that appear to be within the scope of the bargaining unit, the Township will consult with the Union to determine whether the new titles should be included in the bargaining unit. If the parties cannot agree, the matter shall be submitted to the PLRB for unit determination. The Township may create the position and fill the vacancy subject to a final determination.

2.3(b) The Township and the Union shall meet to determine the proper pay grade of any new classification.

ARTICLE 3 UNION SECURITY

3.1 Any employee who after the effective date of this agreement becomes a member of the Union, subject to the right to resign during the fifteen (15) day period immediately prior to the expiration of the Agreement, without penalty, by serving written notice to Teamsters Local 776, 510 South 31st Street, Camp Hill, Pennsylvania 17011, and to the Township. The failure or refusal of an employee to remain a member shall not be basis for discipline or discharge of such employee.

3.2 The Township will deduct Union dues, initiation fee, and or uniform assessments of the Local Union from the regular paycheck of those employees who have authorized the Township in writing and the Fair Share service fee and processing fee from those who the Union certifies are not members. The amounts to be deducted shall be certified in writing to the Township by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union with the last payroll of each month.

3.3 Employees who are not members of the Union may voluntarily elect to pay a

representational fee.

3.4 The Union shall indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of the provisions of this Article. It is also agreed that neither an employee nor the Union shall have any claim against the Township for deductions made or not made, as the case may be, unless a claim of error is made in writing to the Township within thirty (30) calendar days after the date such deductions were or should have been made.

3.5 For purposes of posting Union information, notices, etc., the Township shall provide a suitable bulletin board in the Township building. Copies of all information, notices, etc., shall be forwarded to the Township Secretary by the Union. No scurrilous or obscene materials shall be posted.

3.6 A written list of Union stewards and alternates and other representatives shall be furnished to the Township immediately after their designation, and the Union shall notify the Township of any changes, provided that the Union shall not designate more than one (1) steward at any given time. Alternates shall only act as stewards during the absence from work of a designated steward. The steward may be required to remain at his job site in emergency situations during normal working hours.

Job stewards shall be allowed reasonable time during working hours to engage in the following activities:

1. The investigation and presentation of grievances in accordance with this Agreement.

2. The collection of dues when authorized by appropriate Union action.

3. Transmission of such messages and information which shall originate with, and are authorized by the Union, provided such messages and information have been reduced to writing; or, if not reduced to writing, are of a routine nature and do not interfere with the operations of the Township.

3.7 Access to Facilities: All Union business, with the exception of the activities contained in Section 3.5, will be conducted by employees and Union representatives outside of established working hours. Nothing herein shall be construed to prevent a Union representative or an employee from contacting management representatives regarding personnel related matters during working hours.

The authorized Business Agent shall be given access to work locations during working hours provided that prior to visiting any work location the Union shall:

(a) Contact the Township Manager or his designate to state the purpose of his visiting and;

(b) The Township Manager or designate determine that such visit shall not interfere with the operations of the department.

In the event the requested time and/or location of such visit by Business Agent is denied because it would interfere with the operations of the department, the Township Secretary or his designate shall set an alternative time and/or location for such visit within seventy two (72) hours.

ARTICLE 4 SENIORITY

4.1 Seniority shall determine by length of continuous service with the Township.

(a) All new employees covered by this Agreement shall serve a probationary period of ninety (90) days.

(b) A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse provided, however, that the Township may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After working a ninety (90) day period, the employee shall be placed on the regular seniority list. In case of discipline within the ninety (90) day probationary period, the Township shall notify the Union in writing. Upon mutual agreement and in writing the probationary period may be extended for a predetermined amount of time.

(c) Employees are eligible to become members of the Union or, if they elect, pay a fair share representational fee on or after the 31st calendar day of the effect date of this Agreement.

4.2 The Union shall be given copies of the seniority list, and copies shall be posted on bulletin boards provided for such purpose.

4.3 An employee will lose seniority rights if:

(a) He is absent from work for three (3) consecutive working days without notifying the Township as to the reason for his absence, unless notification is physically impossible.

(b) He quits, retires or is justifiably discharged.

(c) He is laid off for a period of twenty (20) or more consecutive months from last day worked.

(d) He fails to notify the Township of his intention to return to work, following a layoff, within three (3) days after having received notice by certified mail from the Township; and if he fails to return to work within five (5) days of receipt of letter; or if employed elsewhere, and fails to return to work within fourteen (14) calendar days of receipt of the letter.

4.4 Any employee leaving the bargaining unit to assume a non-union position within the

Township shall be granted a thirty (30) calendar day leave of absence. If said employee chooses to remain beyond the thirty (30) calendar days, he/she shall at that time forfeit their seniority within the bargaining unit. Such leave must be in writing and signed by both the employee and the Township manager or designee and a copy mailed to the Local Union immediately.

ARTICLE 5 HOURS OF WORK AND OVERTIME

5.1 The regular work week: for all employees shall be forty (40) hours per week over five (5) consecutive days consisting of five (5), eight (8) hour days (Monday through Friday) 7:00 a.m. to 3:30 p.m. Time and one-half (1 ½) shall be paid for all work performed in excess of eight (8) hours per day, Monday through Friday.

The regular work week for ten (10) hour shifts will be forty (40) hours per week, consisting of four (4) consecutive ten (10) hour days. Time and one half (1 ½) shall be paid for all work performed in excess of ten (10) hours per day or forty (40) hours per week.

The Township shall notify the Local Union in writing annually of the start date for commencing ten (10) hour work shifts. This notification shall be provided at least thirty (30) days prior to the commencement of the ten (10) hour work shifts.

Any time over and above the forty (40) hour scheduled workweek shall be paid at time and one half (1 ½), excluding sick days, personal days, vacation days, and holidays.

5.2 When a full-time employee, after departing from his regularly scheduled shift, if officially ordered to report back to work for emergency service, he shall be compensated for a minimum of three (3) hours of work at time and one-half (1 ½) his regular rate or time and one-half (1 ½) for all hours actually worked, whichever is greater. There shall be no duplication of hours. This shall exclude any previously rescheduled shift or employees whose regularly scheduled shift is extended or started early.

5.3 Bargaining Unit employees must be offered work when the Public Works Director is working, except nonuse of equipment; (i.e. limbs in road, placing of reflectors, barricades, etc.).

5.4 The Township shall have the ability to require each employee to complete and maintain, on a daily basis, a weekly time sheet indicating the work performed and the time involved for each task. Each employee is required to use the Township's electronic time system to clock in at the beginning of each workday and clock out at the end of each workday and any time an employee is on call out duty. One half hour is automatically deducted for lunch periods.

5.5 Full-time and part-time employees may be required to work overtime, when and as determined by the Township in its sole discretion. Overtime hours shall be distributed as evenly as possible based on seniority and qualifications, on a rotating basis. If a qualified employee refuses overtime, they shall be deemed ineligible to work overtime until the

rotation process is completed. If an employee is inadvertently missed for overtime, they shall be offered to work the next available overtime hours before utilizing the rotation list.

5.6 There shall be no stacking or pyramiding of overtime or premium pay eligibility under any Article or any Section of this Agreement.

ARTICLE 6 HOLIDAYS

6.1 The following shall be recognized as paid holidays for permanent employees who have completed ninety (90) days of employment:

New Year's Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	New Year's Eve (1/2 day)
Columbus Day	

If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on the following Monday.

Part-time employees of more than twenty (20) hours per week shall be paid holidays, if the holiday falls on their normally scheduled workday, and at the hours normally worked on that day.

All time worked on holidays, will be paid at time and one-half (1 ½) times the regular rate of pay, plus holiday pay.

One (1) Personal Holiday shall accrue each quarter during the calendar year for employees who have completed ninety (90) days of employment. Employees may carry over no more than two unused (2) Personal Holidays to the following calendar such that, at any given time, an employee can only accrue a maximum of six (6) Personal Holidays.

6.2 To be eligible for holiday pay and holiday premiums, the eligible employee must be in active status and must work the scheduled workday before and the first scheduled day after the observed holiday, be on paid leave status approved at least two (2) days prior to that date, or be on paid personal leave due to an illness and provide a doctors excuse for that absence.

6.3 An employee will not be entitled to Holiday pay, if he has been laid off seven (7) days or more prior to the Holiday.

6.4 For the purpose of overtime calculations, Holidays shall not be counted as hours worked.

ARTICLE 7 VACATIONS

7.1 The vacation schedule shall run from January 1st through December 31st. An employee may accumulate up to a maximum of fifty (50) vacation days (the 50 days is inclusive of all hours earned in the present year), and carry them from year to year.

7.2 All new hires will receive vacation per the following schedule:

One (1) Year	-	Five (5) Days
Two (2) Years	-	Ten (10) Days
Three (3) Years	-	Fifteen (15) Days
Ten (10) Years	-	Twenty (20) Days

7.3 For the purpose of this Article, payment for vacation for regular full-time employees is based on an hourly rate derived from a forty (40) hour week at the employee's regular straight time rate.

7.4 Scheduling of vacations shall be the exclusive right of the Township. Such scheduling shall be based, first upon the convenience of the operations of the Township, and secondly upon the length of service of the employee.

7.5 Upon an employee's resignation or retirement, employees will be compensated for all earned but unused vacation. Employees who involuntarily separate from employment with the Township shall not receive payment for earned but unused vacation.

ARTICLE 8 LEAVE PROVISION

8.1 Each regular full-time employee shall be eligible for sick leave with pay after ninety (90) days of service. Sick leave shall be earned at the rate of one (1) day (i.e., 8 hours) per month, and may accumulate to a maximum of one hundred twenty (120) days. After completion of ninety (90) days of service, an employee will be credited with the number of sick days accumulated.

8.2 Sick leave may be allowed by the department head for the following purposes:

(a) Personal illness, physical incapacity or non-compensable bodily injury or disease.

(b) Enforced quarantine in accordance with public health regulations.

(c) To meet medical and dental appointments when an employee has made reasonable efforts to secure appointments outside normal working hours, provided the department head is notified at least one (1) day in advance of the day on which the absence occurs. Four (4) hour minimum sick leave may be taken.

(d) For a “Qualified Medical Leave” taken pursuant to the terms and conditions of the Township’s written policy on such leaves, as more fully set forth in Section IX of the Employee Handbook, and as also attached hereto.

8.3 The Township may require proof of illness for authorized sick leave. Proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absence of less than three (3) days. For absences of three (3) days or more, proof of illness will normally be required. The Township may investigate any absence for which sick leave is requested. For absences of less than three days, a doctor's certificate may be required where the Township has reason to believe that the employee has been abusing the sick leave privilege. The total circumstances of an employee's use of sick leave rather than a numerical formula shall be the basis upon which the Township's final determination is made that the employee is abusing sick leave. Discipline based upon patterns of sick leave use will be treated under the basic concepts of just cause.

8.4 On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor no later than two (2) hours after the beginning of his/her scheduled work assignment, except that where a relief employee is required, such report must be made by the hour at which the shift normally begins. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

8.5 Bereavement Pay: Employees may be granted five (5) days' bereavement pay for the death of a wife, husband, child, mother, father, sister or brother.

Employees may be granted three (3) days' bereavement pay for the death of a mother-in law, father-in-law, grandparents, grandchild.

Employees may be granted one (1) day bereavement pay for the death of a brother-in law, sister-in-law, aunt, uncle or anyone who works for the Township.

8.6 Jury Duty: Regular employees shall be granted leave of absence with pay for required jury duty, provided that any fee received for jury duty, exclusive of mileage, shall be remitted to the Township.

8.7 Military Leave: A regular full-time employee participating in required field training in the Federal Reserve or National Guard shall be entitled to absent himself/herself from his/her Township duties while engaged in such required field training. No such employee shall be subjected to any loss or reduction of vacation or holiday privileges. The period of absence in any calendar year shall not exceed fifteen (15) calendar days. During this period, the compensation paid to the employee for such leave of absence shall be the difference between his/her compensation for his/her allowance and the amount of salary or wages due as an employee of the Township. If the compensation for military service is equal to or greater than the salary or wage due as a Township employee for the period covered by such military leave, then no payment shall be made except that normal payroll deductions for insurance purposes be paid by the Township during such leave. An employee participating in such reserve military training shall give sufficient advance notice to the department head.

8.8 The Township agrees to permit one (1) employee time off without pay to attend a Union

convention or Union sponsored functions. Attendance at such conventions or similar meetings shall not exceed a total of four (4) days in a calendar year. The Local Union shall provide written notice at least forty-eight (48) hours in advance of the requested leave.

Employees elected or appointed to Union office shall be granted an unpaid leave of absence during the period of such employment. The leave of absence shall not exceed three (3) years.

Employees will retain seniority while on an unpaid leave of absence. Sick leave, vacation, and all other fringe benefits shall be discontinued while an employee is on an unpaid leave of absence.

8.9 Upon resignation or retirement, a public works employee will receive twenty five percent (25%) of the current salary value of the total unused sick leave accumulated, providing the employee has provided the township with two (2) weeks' notice of their resignation or retirement.

8.10 The Township will follow the attached Qualifying Medical Leave policy.

ARTICLE 9 WAGES

9.1 All employees, as defined in Article 2, Section 2.2, shall receive an increase to their hourly rate as follows on the effective date as shown:

	January 1, 2027	January 1, 2028	January 1, 2029	January 1, 2030
Hourly Rate	$26.61 (5%)	$27.67 (4%)	$28.78 (4%)	$29.64 (3%)

For any bargaining unit member receiving an hourly rate more than what is listed in the above chart, they will receive the annual percentage increase listed above for the corresponding year (i.e 2027 – 5%, 2028 – 4%, 2029 – 4%, 2030 – 3%).

9.2 For the term of this Contract the following rate shall apply to employees hired on or after January 1, 2027:

Probationary and new hire employees shall receive the following starting wage rate during this contract period: $24.50 and receive the same annual percentage increases as agreed upon in the current contract.

Laborer/Operator with a CDL shall receive a minimum starting rate of $25.50. The Township reserves the right and discretion to establish a higher rate of pay for a Laborer/Operator by taking into consideration the Laborer/Operator's prior experience.

9.3 The Township shall pay the costs of the difference between a standard motor vehicle license and a CDL license for all employees who are specifically required to obtain same to meet the requirements of their job description. An employee's decision to obtain a CDL

license under this Section will become an essential function of their job and the loss of a CDL license will be a basis for discipline as follows:

If the loss of the license is for 90 days or less, the employee shall receive a five (5) day unpaid suspension.

If the loss of the license is longer than 90 days or a second offense, then the employee shall be subject to termination.

ARTICLE 10 INSURANCE AND RETIREMENT

10.1 Health and Welfare

Section 1. Township Contributions

(a) The Township agrees to make the following monthly contributions to the Central Pennsylvania Teamsters Health and Welfare Fund (the Fund) for each Eligible Employee covered by this Agreement in order to qualify such Employee for benefits in accordance with the terms of the Declaration of Trust and the Central Pennsylvania Teamsters Health and Welfare Fund - Plan No. 14 - executed by the Township and subject to the qualifications hereinafter specified.

Effective January 1, 2027, contribution due January 15, 2027 for benefit coverage commencing February 1, 2027 – $2,265.18 per employee per month.

Effective January 1, 2028, contribution due January 15, 2028 for benefit coverage commencing February 1, 2028 – at a rate to be determined by the Central Pennsylvania Health and Welfare Fund.

Effective January 1, 2029, contribution due January 15, 2029 for benefit coverage commencing February 1, 2029 – at a rate to be determined by the Central Pennsylvania Health and Welfare Fund.

Effective January 1, 2030, contribution due January 15, 2030 for benefit coverage commencing February 1, 2030 – at a rate to be determined by the Central Pennsylvania Health and Welfare Fund.

The Township shall be bound by the terms of the Fund's Trust Agreement, Plan Document, policies and procedures (including this Agreement). These documents shall supersede any contrary provision of this Agreement.

Note: The above schedule is only intended to set out what the contribution rates are, and when they are subject to change after notification to the Township. Eligibility for a contribution is based on the language as set forth in Section 2, below.

(b) The above-listed rates shall include the Base Benefits and the following Optional Benefits:

Death and Dismemberment(A)
Dental (A)
Short-Term Disability (A)
Prescriptions (A)
Vision and Hearing

(c) Monthly contributions for each Eligible Employee shall be paid not later than the fifteenth (15^{th}) day of the month.

(d) The Township shall use the reporting forms required by the Trustees of the Fund (the Trustees) and shall comply with the instructions of the Trustees in filling out such forms. Township is responsible for notifying the Fund of any change in status of an employee (*e.g.*, single to married, etc.).

(e) The Township is responsible for the collection of all co-payment amounts (if any) by employees. The Township will remit the entire contribution due to the Fund Office. Co-payments are to be designated as follows:

Effective Date	**Bi-Weekly Copayment**
January 1, 2027	$65.00
January 1, 2028	$65.00
January 1, 2029	$65.00
January 1, 2030	$65.00

Section 2. Eligibility of Employees

(a) Any newly hired Employee shall qualify for benefit coverage as of the first day of the month immediately following the Townships first contribution if such employee meets the requirements of the subsection (b) next below.

(b) An Employee shall be deemed to be an Eligible Employee entitled to a contribution if such employee has been credited with at least 60 hours for the Township during the preceding calendar month. (Example: An employee is hired October 17 and has been credited 60 hours in the month of October, therefore, the contribution is due November 15 for benefit coverage effective December 1.)

Section 3. Payroll Audits

The Fund shall have the authority to audit the payroll and wage records of the Township for the purpose of determining the accuracy of contribution reporting to the Central Pennsylvania Teamsters Health and Welfare Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Township. The Township will be charged with

any contribution deficiencies found. Interest will be charged from date of assessment if not paid within sixty (60) days. If the Township is found to intentionally be in non-compliance with the Fund Rules, then in addition to contributions and interest, the Township shall pay the following:

(a) The full cost of performing the audit;

(b) Any such other remedies as are permissible under ERISA.

The Township shall have the opportunity to review and dispute audit findings by sending a letter to the Fund Office explaining its position on any audit adjustments identified by the Fund in the Payroll Audit Report.

Section 4. Union Protection

In the event the specified contributions are not paid by the fifteenth (15^{th})day of the month, as above provided, the proper Union official may issue to the Township a delinquent notice requesting payment within seventy-two (72) hours; if all delinquent contributions are not paid within that period, the Employees of such Township and their representatives shall have the right to take such action as may be necessary until the delinquent payments are made. It is further agreed that in the event such action is taken, the Township shall be responsible to the Employees for losses resulting therefrom.

Any and all claims for an Eligible Employee, which should be covered and have not been covered because of contribution deficiencies, shall be the responsibility of the Township.

Section 5 Township Contributions During Employee Eligibility

The Township shall make a contribution on behalf of an Eligible Employee, who has not otherwise qualified under Section 2 above, and who is disabled because of accident or illness and unable to perform the work assigned to him by the Township, during the following periods:

Pay Monthly Contributions for…	… when the Employee has been Employed:
3 months	less than one year
6 months	one year to three years
9 months	more than three years
12 months	for occupational injury

Section 6. Miscellaneous

No challenge contesting the decision of a health insurance carrier as to the application of the healthcare, dental or vision plan documents shall be subject to the grievance and/or arbitration process. If the Union believes that the Township, rather than the health insurance carrier made the decision, a grievance may be filed to determine whether it was the Township's decision or the decision of the health insurance carrier.

10.2 Pension Plan

Each regular full-time employee will participate in the Pension Plan designated as the official Newberry Township Non-Uniformed Employees' Pension Plan. The Township shall provide each employee with a copy of the Pension Plan Document and a copy of the plan description.

Each participant in the Non-Uniformed Employees' Pension Plan shall contribute five percent (5%) of annual salary towards the Plan:

10.3 The Township will purchase and maintain a $50,000 term Life Insurance policy on each full-time employee in addition to coverage by Teamsters Health and Welfare.

ARTICLE 11 MISCELLANEOUS

11.1 The Township shall provide rain suits for all employees covered by this Agreement.

11.2 Any safety equipment (helmets, safety shoes, etc.) required by the Township to be worn shall be provided by the Township at no cost to the employee. Employees shall be required to follow all applicable Township policies or requirements governing uniform replacements. It will be the responsibility of the employee to turn in all uniforms as a condition of replacement. Employees agree that they will not wear logoed uniform items to perform any off duty work. The supplier of the uniforms shall be approved by the Township.

11.3 All employment offers shall be contingent upon a successful pre-employment physical and drug screening, which shall be paid for by the Township.

11.4 The payment of wages and other compensation shall be made via direct deposit, and the employees shall provide the Township with all appropriate authorizations to provide for such payments.

11.5 Employees are subject to the terms of the attached Driving Policy.

11.6 The Township agrees to reimburse each employee up to two hundred dollars ($200.00) per calendar year for the purchase of safety-toe boots. Reimbursement shall be made upon submission of a receipt in accordance with Township policy. This provision shall not apply to any other footwear, clothing, uniforms, tools or equipment.

ARTICLE 12 SEPARATIONS AND DISCIPLINARY ACTIONS

12.1 If the Township determines it necessary to reduce the working force, the last employee on the seniority list shall be laid off first, and when the force is again increased, the employees shall be returned to work in the reverse order in which they were laid off providing they still maintain seniority as provided herein; and further providing the employees recalled at the time of recall from layoff, must be qualified to perform the work required.

12.2 At any time during the probationary period, the Township may remove an employee whose performance does not meet the required standards and that employee shall not have recourse to the grievance procedure.

12.3 An employee may be separated for disability when a physical or mental impairment prevents the employee from performing the essential functions of the employee's job, with or without a reasonable accommodation. Action may be initiated by the employee, his legal representative, or the Township, but in all cases it must be supported by adequate medical evidence. The Township may require an examination at its expense and performed by a physician of its choice. When the Township's doctor decides the employee is not physically or mentally capable of performing the essential functions of the employee's job, with or without a reasonable accommodation, the employee may arrange for an examination by his own doctor. If the employee's doctor decides the employee is qualified physically and mentally to perform the work required on his job, the employee shall submit the written report from his doctor to the Township and request an examination by a neutral doctor. The Township and the Union shall agree upon a neutral doctor to examine the employee. The decision of the neutral doctor on the physical and mental qualifications of the employee to perform the required work is final and binding. The cost of the neutral doctor shall be shared equally by the Township and the Union.

12.4 The Township shall not discharge nor suspend any employee without just cause.

ARTICLE 13 GRIEVANCE AND ARBITRATION PROCEDURES

13.1 Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute.

Any grievance arising from the Township and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1. The aggrieved employee and/or their steward shall present the issue to the Township Manager or their designee and pursue a settlement prior to filing a written grievance. Within five (5) work days from the initial presentation, the Township Manager or designee shall investigate and respond to the presenting party. If there is no response, or the response is unsatisfactory, the aggrieved employee and /or their Steward may proceed to step 2.

Step 2. The aggrieved employee or employees must present the grievance, in writing, to the Township Manager or designee, within seven (7) calendar days after the Township Manager or designee has rendered a response or the five (5) day time frame has expired without a response as provided for in step **1.** If a satisfactory settlement is not reached with the Township Manager or designee, within seven (7) calendar days after the receipt of the grievance, the parties will proceed to step 3.

Step 3. The Representative of the Union shall then take the matter up with the Township Manager or designee within seven (7) calendar days or at a mutually agreed time as soon as practical after the decision of the Township Manager or designee or the

five (5) day time frame has expired without a response as provided for in step 1. The Township Manager or designee shall render their decision, in writing, within seven (7) calendar days of the date he/she confers with the Union Business Representative.

Section 2. Any Steward shall be permitted to leave his or her work to investigate and adjust the grievance of any employee within his jurisdiction, after notification to his Supervisor and *with* the Supervisor's prior approval. Employees shall have the Steward or a representative of the Union present during the discussion of any grievance with representatives of the Township.

Section 3. If no satisfactory settlement can be agreed upon, a mediator from the Commonwealth of Pennsylvania Department of Labor and Industry, Bureau of Mediation, shall participate on an advisory basis, and the Local Union representative and the Township representative shall attempt to resolve the matter. If the parties are unable to reach a resolution, the mediator is authorized to issue a non-binding recommendation.

Section 4. Either party may request arbitration for any unresolved discharge by notifying the township in writing within ten (10) working days of the section 3 meeting.

13.2 Selection of Arbitrator.

If no satisfactory settlement can be agreed upon, the parties shall select a mutually agreeable and impartial Arbitrator within ten (10) days after disagreement. In the event they are unable to so agree, the matter shall be referred to the American Arbitration Association the next day. After the Service submits a list of arbitrators to the Union and the Township, they shall reply with their preferred selections no later than three (3) days after receipt of such list. The expense of the Arbitrator selected or appointed shall be borne equally by the Township and the Union.

Section 5. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability. In the event the position of the Union is sustained, the aggrieved party shall be entitled to all the benefits of this Agreement which would have accrued to him had there been no grievance.

Section 6. Both parties agree to accept the decision of the Arbitrator as final and binding subject to the parties' appeal rights. If the Township fails to comply with the award of the Arbitrator or with the procedures of this Article, the Union has the right to take all legal and economic action to enforce compliance.

ARTICLE 14 AMENDMENTS

14.1 No amendment, alteration or modification of this Agreement shall be binding unless it is in writing and signed by the Board of Supervisors, and a duly authorized representative of the Union.

ARTICLE 15 SAVINGS CLAUSE

15.1 If any provision of this Agreement is found to be invalid under any Federal and State law wherein this Agreement is executed, such provision shall be modified to comply with the requirements of Federal or State.

ARTICLE 16 CHECK-OFF FOR CREDIT UNION

16.1 The Township will make payroll deductions for any lending institution at the express instruction of any employee who desires such deductions.

ARTICLE 17 MAINTENANCE OF STANDARDS

17.1 The Township agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

17.2 This provision does not give the Township the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 18 CONTINUITY OF WORK

18.1 The Township agrees that there will be no lockout of any employee or employees during the life of this Agreement and the Union agrees it will not authorize, sanction or condone any strike, slowdown or interruption of work.

ARTICLE 19 EXTRA CONTRACT AGREEMENT

19.1 The Township agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 20 UNIFORMS

20.1 The Township will purchase and maintain work uniforms for all full-time and regular part-time employees of the Highway Department. Employees shall be required to follow all applicable Township policies or requirements governing uniform replacements. It will be the responsibility of the employee to turn in all uniforms as a condition of replacement. Employees agree that they will not wear uniforms to do off duty work. The supplier of the uniforms shall be approved by the Township.

ARTICLE 21 SEASONAL EMPLOYEES

21.1 Seasonal Employees are hired to work for a specific department to perform specific jobs for a definitive period of time during the year. Generally speaking, Summer seasonal work

shall take place during the months of March, April, May, June, July, August and September, and include, but not be limited to, mowing grass, landscaping etc. Winter seasonal work shall take place during the months of October, November, December, January, February and March and include, but not be limited to, snow and ice removal.

The hiring of seasonal workers will not negatively affect or reduce the number of current full-time employees, nor is it the intention of the parties to replace full-time employees by using seasonal employees. Any hours over forty (40) per week shall be offered to full-time employees first, then seasonal help. The number of seasonal employees shall not exceed five (5) people during Summer seasonal work and five (5) people during Winter seasonal work. The Township shall notify the Union in writing as soon as practical of all seasonal employees and the hours they work. The hiring of seasonal employees shall be at the sole discretion of the Township to temporarily meet the safety and workforce needs. Seasonal employees are not part of the bargaining unit and are not covered by the terms of this agreement. Time limitations may be extended by written consent of the parties.

ARTICLE 22 DURATION

22.1 This Agreement shall be effective as of January 1. 2027 and shall remain in full force and effect until December 31, 2030 and thereafter shall continue in effect from year to year unless either party to this Agreement gives written notice to the other party no less than one-hundred eighty (180) days nor more than two-hundred ten (210) days prior to the termination date of this Agreement of its' intention to propose amendment.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed this _____ day of _____, _____.

FOR THE UNION:

_____

Spencer Dearth
President, Teamsters Local No. 776

_____

Mark Cicak
Secretary Treasurer / Business Agent, Teamsters Local No. 776

FOR THE TOWNSHIP:

_____

Board of Supervisors

NEWBERRY TOWNSHIP
Founded 1742

1915 Old Trail Road, Etters, PA 17319
Phone: (717)938-6992 Fax: (717)938-0421 Website: www.newberrytwp.com

MEMORANDUM OF UNDERSTANDING

Ratification Bonus – Highway Department

This Memorandum of Understanding ("MOU") is entered into by Newberry Township ("Township") and the Teamsters Union ("Union") concerning the ratification bonus associated with the parties' Highway Department Collective Bargaining Agreement ("CBA").

1. Eligibility. The Township shall pay a one-time ratification bonus of five hundred dollars ($500.00) to each full-time Township Highway Department employee who is included in the Teamsters bargaining unit covered by the CBA and employed by the Township on the date of final ratification by both parties. Seasonal and part-time employees, who are not covered by the CBA, are not eligible for the bonus. Employees outside the bargaining unit are not eligible solely because the Township voluntarily provides them with wage increases equivalent to those negotiated under the CBA.

2. Payment. The bonus shall be paid in a single lump sum no later than thirty (30) calendar days after final ratification by both the Union and the Township.

3. Taxes and Pension. The $500.00 bonus is a gross amount subject to applicable federal, state, and local tax withholding and payroll deductions. The bonus shall be treated for pension purposes, including applicable employee and employer contributions, in accordance with governing law and the terms of the Township's applicable pension plan.

4. One-Time Payment. This bonus is a one-time payment and shall not be incorporated into base wages or create an entitlement to a similar payment in future years.

5. Other Terms; Disputes. Except as expressly stated in this MOU, the CBA remains unchanged. Disputes concerning eligibility for or payment of the bonus shall be subject to the CBA's grievance and arbitration procedures, without waiving any nonwaivable statutory rights or remedies.

The undersigned acknowledge their agreement to the terms above.

For Newberry Township:

_____

Date: _____

For the Teamsters Union:

_____

Date: 11/3/26

NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA

ORDINANCE NO. 443

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF NEWBERRY TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AMENDING CHAPTER 214, ARTICLE I, § 214-12 OF THE CODE OF ORDINANCES OF NEWBERRY TOWNSHIP, ENTITLED "FIRE PREVENTION AND PROTECTION," TO REVISE REQUIREMENTS FOR KNOX BRAND RAPID-ENTRY KEY BOXES; PROVIDE CERTAIN EXEMPTIONS; AUTHORIZE THE FIRE CHIEF TO APPROVE EXEMPTIONS AND ADDITIONAL BOXES; PROVIDE FOR APPROVED MODELS, INSTALLATION, CONTENTS, MAINTENANCE, HAZARDOUS-MATERIAL INFORMATION AND EXISTING INSTALLATIONS; AND PROVIDE FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, Newberry Township has established regulations concerning fire prevention and emergency responder access within the Township;

WHEREAS, § 214-12 of the Code of Ordinances of Newberry Township currently establishes requirements for key boxes serving certain commercial, industrial, institutional and multifamily properties;

WHEREAS, the Board of Supervisors desires to update those requirements while continuing to require Knox brand rapid-entry equipment compatible with the emergency access system utilized by the Fire Department;

WHEREAS, the Board of Supervisors desires to allow the Township Codes/Zoning Department and Fire Department to maintain a current list of approved Knox brand boxes and technical specifications without requiring amendment of the Code each time an approved model or specification changes; and

WHEREAS, the Board of Supervisors desires to provide reasonable exemptions where a business or property owner resides on the same property, on an adjoining property, or directly across a roadway, and where the Fire Chief determines that a Knox Box is not reasonably necessary for emergency responder access.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Newberry Township, York County, Pennsylvania, as follows:

SECTION 1. Amendment of § 214-12.

Section 214-12 of Chapter 214, Article I, of the Code of Ordinances of Newberry Township is hereby amended in its entirety to read as follows:

§ 214-12. Knox Boxes.

A. Knox Box required.

Except as otherwise provided in this section, an approved Knox brand rapid-entry key box shall be required for:

(1). All commercial, industrial and institutional structures;

(2). All common facilities and common-access areas within multifamily residential structures; and

(3). Any other building or structure for which a rapid-entry key box is required by the Pennsylvania Uniform Construction Code or other applicable law.

Only Knox brand rapid-entry key boxes shall be permitted. The model, size, configuration and type of Knox Box shall be selected from the current list of approved Knox brand boxes maintained by the Township Codes/Zoning Department and/or the Fire Department serving the property.

The Township Codes/Zoning Department, in consultation with the Fire Chief, may revise the list of approved Knox Box models and related technical specifications from time to time without further amendment of this chapter.

B. Exemptions.

(1). Owner-occupied residence exemption. A business or nonresidential property shall be exempt from the Knox Box requirement where the owner of the business or property maintains his or her principal residence:

(a). On the same parcel as the business or nonresidential use;

(b). On a parcel sharing a common property line with the parcel containing the business or nonresidential use; or

(c). On a parcel located directly across a public or private roadway from the parcel containing the business or nonresidential use.

(2). For purposes of Subsection B(1)(c), the residential parcel shall be located substantially opposite the business parcel and shall not be separated from the business property by an intervening parcel other than the roadway or roadway right-of-way.

(3). The owner shall actually reside at the qualifying residence in order to qualify for the exemption.

(4). Fire Chief exemption. The Fire Chief may exempt any business, building, structure or property from the Knox Box requirement where, after considering the use, occupancy, building configuration, emergency access, fire protection systems, location and other relevant conditions, the Fire Chief determines that a Knox Box is not reasonably necessary for emergency responder access.

(5). Any exemption granted by the Fire Chief shall be documented and maintained by the Township Codes/Zoning Department or Fire Department.

(6). Nothing in this subsection shall exempt a building or structure from a Knox Box or other emergency-access requirement specifically imposed by the Pennsylvania Uniform Construction Code or other applicable law.

C. Location and installation.

(1). The Knox Box shall be installed at or near the primary emergency-response entrance to the building and shall be readily visible and accessible to emergency responders.

(2). Unless another location or height is approved by the Fire Chief, the Knox Box shall be located on the address side of the building, within approximately 10 feet of the primary entrance, and mounted at a height and location approved by the Township Codes/Zoning Department or Fire Department.

(3). The property owner or applicant shall contact the Township Codes/Zoning Department or Fire Department prior to installation to confirm the proposed location.

(4). The Fire Chief may approve an alternate location or mounting height based upon building configuration, emergency responder accessibility, visibility, security, site conditions or other relevant circumstances.

(5). Knox Boxes may be surface-mounted or recessed as approved for the particular installation.

(6). A required Knox Box serving new construction shall be properly installed and operational prior to issuance of the certificate of occupancy or other final occupancy approval.

D. Additional Knox Boxes.

The Fire Chief may require one or more additional Knox Boxes when reasonably necessary for emergency access due to:

(1). Building size or configuration;

(2). Distance between entrances;

(3). Multiple occupancies or fire areas;

(4). Restricted or secured portions of the property;

(5). Fire apparatus access;

(6). The location of fire alarm, sprinkler, fire department connection, utility, mechanical or other emergency systems;

(7). Secured gates, courtyards or similar access restrictions; or

(8). Other conditions affecting emergency responder access.

A building exceeding 100 feet in length or width may be considered by the Fire Chief in determining whether an additional Knox Box is necessary, but building dimensions alone shall not automatically require a supplemental Knox Box.

E. Required contents.

Each Knox Box shall contain, as applicable to the property:

(1). Keys necessary to gain access to the building and areas reasonably necessary for emergency response;

(2). Master keys;

(3). Keys for interior and exterior doors;

(4). Keys for gates and other secured access points;

(5). Access cards, key fobs or other credentials necessary to access secured areas;

(6). Access codes or instructions necessary for emergency responder access;

(7). Keys or access credentials for mechanical rooms, electrical rooms, sprinkler rooms, fire alarm equipment, elevators, utility areas and similar emergency-response areas;

(8). Current emergency contact information for the owner, property manager or other responsible individual; and

(9). Such other access information as may reasonably be required by the Fire Chief.

Keys, access cards, fobs, access codes and similar building-access credentials shall remain secured within the Knox Box and shall not be required to be separately maintained by the Township unless otherwise required by law.

F. Maintenance and updating.

(1). The property owner shall be responsible for maintaining each required Knox Box in a functional, accessible and secure condition.

(2). The property owner shall ensure that all keys, access cards, fobs, codes, contact information and other contents remain accurate and current.

(3). Whenever locks, access-control systems, gates, keys, cards, fobs or access codes are changed, the property owner shall promptly arrange for the contents of the Knox Box to be updated.

(4). The Township Codes/Zoning Department or Fire Department may periodically verify that a required Knox Box and its contents remain current and functional.

(5). The property owner shall cooperate with the Township and Fire Department when access to the Knox Box is reasonably necessary to update, inspect or verify its contents.

G. Hazardous-material information.

Any facility that handles, uses or stores hazardous materials and is required by federal or state law to maintain Safety Data Sheets, hazardous chemical inventory information, emergency response plans or similar documentation shall maintain such emergency information in a manner approved by the Fire Chief.

Where determined necessary by the Fire Chief because of the nature or quantity of hazardous materials maintained at the facility, the property owner shall install an approved Knox brand document cabinet or other approved Knox emergency-information storage device.

Such cabinet or device may be required to contain applicable current information concerning:

(1). Hazardous materials located at the facility;

(2). Safety Data Sheets or other required hazardous-material information;

(3). Emergency response and evacuation plans;

(4). Facility or site plans;

(5). Emergency contact information; and

(6). Keys, access cards, codes or other credentials necessary for emergency access when appropriate.

H. Knox fire department connection devices.

The Fire Chief may require approved Knox brand fire department connection plugs, caps or similar security devices where vandalism, tampering, debris, unauthorized access or other conditions may adversely affect private hydrants, sprinkler connections, standpipe connections or other fire protection equipment.

I. Existing Knox Boxes.

(1). A Knox Box lawfully installed prior to the effective date of this section may remain in its existing location and configuration provided that:

(a). It remains functional;

(b). It remains compatible with the Fire Department's Knox access system;

(c). Its contents remain current; and

(d). The Fire Chief has not determined that its location creates a material impediment to emergency access.

(2). When an existing Knox Box is replaced or relocated, the replacement installation shall comply with the requirements and approved specifications in effect at the time of replacement or relocation.

(3). An existing functional Knox Box shall not be required to be replaced solely because its particular model is no longer included on the Township's current list of approved Knox Box models.

J. Administrative standards.

The Township Codes/Zoning Department, in consultation with the Fire Chief, may establish and periodically revise administrative and technical standards concerning:

(1). Approved Knox Box models and sizes;

(2). Lock-core and emergency-access compatibility;

(3). Mounting methods;

(4). Installation locations and heights;

(5). Required contents;

(6). Knox document cabinets;

(7). Knox fire department connection plugs and caps; and

(8). Other technical requirements reasonably necessary to ensure emergency responder access.

Such administrative standards shall be consistent with this section and shall not expand the classes of properties required to install a Knox Box beyond those established herein.

SECTION 2. Repealer.

All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Codification.

The provisions of this Ordinance are intended to be incorporated into and made part of the Code of Ordinances of Newberry Township. Section numbers, subsection designations, headings, and other non-substantive formatting may be modified as necessary to accomplish codification.

SECTION 5. Effective Date.

This Ordinance shall become effective five (5) days after enactment as provided by law.

ENACTED AND ORDAINED this _____ day of _____, 2026.

ATTEST:

_____

Aaron Schwartz, Secretary

BOARD OF SUPERVISORS OF
NEWBERRY TOWNSHIP

_____

Mario Eckert, Chairman

NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA

ORDINANCE NO. 444

AN ORDINANCE OF NEWBERRY TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AMENDING THE NEWBERRY TOWNSHIP NON-UNIFORMED RETIREMENT PLAN TO MODIFY THE ACCRUED BENEFIT FORMULA AND MAXIMUM YEARS OF ACCRUAL SERVICE, EFFECTIVE JANUARY 1, 2027.

WHEREAS, Newberry Township (the "Township") maintains the Newberry Township Non-Uniformed Retirement Plan (the "Plan"); and

WHEREAS, Article IV, Section 4.01 of the Plan currently provides an accrued retirement benefit calculated at 1.67% of Average Compensation multiplied by Accrual Service, not to exceed twenty-five (25) years; and

WHEREAS, the Board of Supervisors desires to preserve the current benefit multiplier for Accrual Service earned through December 31, 2026, and provide a 2.00% multiplier for Accrual Service earned beginning January 1, 2027; and

WHEREAS, the Board of Supervisors further desires to establish a thirty-five (35) year maximum of Accrual Service for employees hired prior to January 1, 2004, while retaining a twenty-five (25) year maximum for employees hired on or after January 1, 2004; and

WHEREAS, the Board of Supervisors has received and considered the actuarial cost study prepared by Foster & Foster, Inc., dated October 20, 2026, concerning the proposed benefit changes;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Newberry Township, York County, Pennsylvania, as follows:

SECTION 1. AMENDMENT TO ARTICLE IV, SECTION 4.01.

Article IV, Section 4.01 — Accrued Benefit, of the Newberry Township Non-Uniformed Retirement Plan is hereby deleted in its entirety and replaced with the following:

SECTION 4.01 — ACCRUED BENEFIT.

An Active Participant's monthly Accrued Benefit as of any date, subject to the modifications below, will be equal to the sum of the products of (a) and (b) below:

(a) An amount equal to 1.67% of his Average Compensation multiplied by his Accrual Service earned through December 31, 2026.

(b) An amount equal to 2.00% of his Average Compensation multiplied by his Accrual Service earned on or after January 1, 2027.

For an employee hired prior to January 1, 2004, the maximum combined Accrual Service used under (a) and (b) shall be thirty-five (35) years. For an employee hired on or after January 1, 2004, the maximum combined Accrual Service used under (a) and (b) shall be twenty-five (25) years. The applicable maximum is a single limit on total Accrual Service and shall not be applied separately to (a) and (b).

An Active Participant's monthly Accrued Benefit shall be reduced by the amount of deferred monthly retirement benefit under the Normal Form beginning on his Normal Retirement Date in lieu of which he has received a single sum payment under the Plan.

The Participant's Accrued Benefit resulting from Employer Contributions is equal to the Participant's total Accrued Benefit reduced by his Required Contribution Accrued Benefit.

SECTION 2. REMAINING PLAN PROVISIONS.

All other provisions of the Newberry Township Non-Uniformed Retirement Plan shall remain unchanged and in full force and effect.

SECTION 3. CODIFICATION; REPEALER.

A. The Township may codify this Ordinance within its Code of Ordinances, and the codifier may make non-substantive edits to numbering and formatting.

B. All ordinances or parts of ordinances inconsistent herewith are repealed to the extent of the inconsistency.

SECTION 4. SEVERABILITY.

If any sentence, clause, or section of this Ordinance is held invalid, the remaining provisions shall remain in effect.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall be effective January 1, 2027.

ORDAINED AND ENACTED this ____ day of _____, 2026.

ATTEST: **NEWBERRY TOWNSHIP**
BOARD OF SUPERVISORS

_____ _____

Aaron Schwartz, Secretary Mario Eckert, Chairman

November 11th, 2026

NBTWP22401

Newberry Township Board of Supervisors
Aaron Schwartz, Township Manager
1915 Old Trail Road
Etters, Pennsylvania 17319

RE: Wellspan
Performance Bond Release

Dear Mr. Schwartz:

As requested, we have completed a review of the public improvements associated with the above referenced project and recommend that the Township release the remaining performance bond.

If you have any questions regarding this matter, please contact me.

Sincerely,

PENNONI ASSOCIATES INC.

William J. Rudy, PE
Newberry Township Engineer

U:\Accounts\NBTWP\NBTWP22401 - WellSpan\COMMUNICATION\SENT\Performance Bond Release\2026-11-11 Performance Bond Release

Axon Enterprise, Inc.

17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
(800) 978-2737

Q-912774-001 Acct: 109889

Issued	**Nov 10, 2026**
Expires	**Dec 1, 2026**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Newberry Township Police Dept - PA

Currency: USD

CUSTOMER DETAILS

SHIP TO
Newberry Township Police Dept - PA
1895 Old Trail Rd
Etters, PA
17319-9129
USA

BILL TO
Newberry Township Police Dept - PA
1895 Old Trail Rd
Etters, PA
17319-9129
USA

SALES REPRESENTATIVE
Moushe Babroudi
Email: mbabroudi@axon.com

PRIMARY CONTACT
Ditty Ditty
Phone: (717) 938-2608
Email: bditty@newberrypd.org

QUOTE SUMMARY

Program Length	**60 Months**
Contract Start	**Jul 1, 2027**
Contract End	**Jun 30, 2032**
TOTAL CONTRACT	
Net Total	**$118,218.89**
Est. Tax	**$0.00**
Total Contract Value	**$118,218.89**

DISCOUNT SUMMARY

MSRP	**$396,037.60**
Net Price	**$118,218.89**
Total Savings	**$277,818.71**

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Jun 1, 2027	$23,643.77	$0.00	**$23,643.77**
Jun 1, 2028	$23,643.78	$0.00	**$23,643.78**
Jun 1, 2029	$23,643.78	$0.00	**$23,643.78**
Jun 1, 2030	$23,643.78	$0.00	**$23,643.78**
Jun 1, 2031	$23,643.78	$0.00	**$23,643.78**
Total	**$118,218.89**	**$0.00**	**$118,218.89**

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
AXON AI									
101283	Axon Records - Draft One - AI-Assisted Report Writing	18	60 (7/2027)	—	$70.52	$7.05	$7,616.16	$0.00	$7,616.16
102011	Axon AI Assistant	18	60 (7/2027)	—	$32.55	$3.26	$3,515.40	$0.00	$3,515.40
						Axon AI Total	$11,131.56	$0.00	$11,131.56
BODY WORN CAMERA									
B00102	Axon Body Camera Starter Plan	18	60 (7/2027)	$114.80	$59.58	$29.79	$32,173.20	$0.00	$32,173.20
						Body Worn Camera Total	$32,173.20	$0.00	$32,173.20
DIGITAL EVIDENCE MANAGEMENT									
100673	Axon Evidence - License - Conversion Basic to Pro	17	60 (7/2027)	—	$27.12	$5.97	$6,085.66	$0.00	$6,085.66
85760	Axon Auto-Transcribe - Unlimited Service	18	60 (7/2027)	—	$27.12	$2.71	$2,928.96	$0.00	$2,928.96
73478	Axon Evidence - Redaction Assistant User License	18	60 (7/2027)	—	$10.85	$1.09	$1,171.80	$0.00	$1,171.80
						Digital Evidence Management Total	$10,186.42	$0.00	$10,186.42
FLEET									
100159	Axon Fleet 3 - Services - ALPR API Integration	1	—	—	$3,000.00	$660.00	$660.00	$0.00	$660.00
80401	Axon Fleet 3 - ALPR License - 1 Camera	7	60 (7/2027)	—	$64.01	$14.08	$5,914.51	$0.00	$5,914.51
Fleet3B	Fleet 3 Basic	7	60 (7/2027)	$148.09	$166.82	$138.46	$58,153.20	$0.00	$58,153.20
						Fleet Total	$64,727.71	$0.00	$64,727.71

		SUBTOTAL	EST. TAX	TOTAL
	Total	$118,218.89	$0.00	$118,218.89

Tax estimates are approximate and subject to change at time of invoicing.

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Jun 1, 2027

Shipping Location: **1895 Old Trail Rd, Etters, PA, 17319-9129, USA**

HARDWARE		QTY
71019	Axon Body - Dock Powercord - North America	3
70033	Axon Body - Dock Wall Mount - Bracket Assembly	3
11508	Axon Body - Mount - Rapidlock Double MOLLE	20
100466	Axon Body 4 - Cable - USB-C to USB-C	20
100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	19
100206	Axon Body 4 - Dock - Eight-Bay	3
100775	Axon Body 4 - Magnetic Disconnect Cable	20
72036	Axon Fleet 3 - Standard 2 Camera Kit	7
70112	Axon Signal Vehicle	7
SOFTWARE		**QTY**
CN100147	Axon Body 4 Connected Camera Black US	19
SERVICES		**QTY**
73391	Axon Fleet 3 - Deployment Per Vehicle - Not Oversized	7
100159	Axon Fleet 3 - Services - ALPR API Integration	1
WARRANTIES		**QTY**
80464	Axon Body - TAP Warranty - Camera	18
80465	Axon Body - TAP Warranty - Multi-Bay Dock	3
80495	Axon Fleet 3 - Ext Warranty - 2 Camera Kit	7
80379	Axon Signal - Ext Warranty - Signal Vehicle	7

ESTIMATED SHIPPING DATE: Jul 1, 2027

Shipping Location: **1895 Old Trail Rd, Etters, PA, 17319-9129, USA**

SOFTWARE		QTY
102011	Axon AI Assistant	18
85760	Axon Auto-Transcribe - Unlimited Service	18
80400	Axon Evidence - Fleet Vehicle License	7
73840	Axon Evidence - License - Basic	18
100673	Axon Evidence - License - Conversion Basic to Pro	17
73746	Axon Evidence - License - Pro	1
73478	Axon Evidence - Redaction Assistant User License	18
73686	Axon Evidence - Storage - Axon Device Unlimited	18
80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	14
80401	Axon Fleet 3 - ALPR License - 1 Camera	7
101283	Axon Records - Draft One - AI-Assisted Report Writing	18

ESTIMATED SHIPPING DATE: Dec 1, 2029

Shipping Location: **1895 Old Trail Rd, Etters, PA, 17319-9129, USA**

HARDWARE		QTY
73309	Axon Body - TAP Refresh 1 - Camera	18

73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	3

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

STANDARD TERMS AND CONDITIONS

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

11/10/2026

Date Signed

NEWBERRY TOWNSHIP | YORK COUNTY, PENNSYLVANIA

MEMORANDUM OF UNDERSTANDING

Individual Wage Placement and Sign-On Bonus — Coleen Redifer

This Memorandum of Understanding ("MOU") is entered into by and between Newberry Township ("Township") and the Newberry Township Police Association ("Association"), collectively the "Parties," to address certain terms of the proposed employment of Coleen Redifer ("Officer"). The Parties are subject to their existing collective bargaining agreement ("CBA").

1. Limited Purpose and Approval

The Parties agree to a limited, individual exception to the starting wage placement provisions of Article XIII of the CBA for Officer Redifer, contingent upon satisfactory completion of hiring requirements, the Officer's written acceptance of the conditional offer, execution of a separate bonus repayment agreement, and approval of the hiring and these terms by the Township Board of Supervisors at a duly convened public meeting. This MOU does not itself appoint or hire the Officer.

2. Starting Wage Placement

In recognition of Officer Redifer's prior law enforcement experience and Act 120 certification, the Officer shall enter at the third-year patrolman wage step, equal to eighty percent (80%) of the applicable Senior Patrolman base salary, instead of the first-year step of sixty-five percent (65%). For reference, the CBA lists the 2026 Senior Patrolman salary as $98,404.80, resulting in an 80% annual rate of $78,723.84 (approximately $37.85 per hour based on 2,080 hours). For 2027, the CBA lists $102,336.00, resulting in an 80% annual rate of $81,868.80 ($39.36 per hour). The actual rate paid shall reflect the applicable CBA base salary when employment begins and as subsequently adjusted.

3. Wage-Step Progression and Seniority

Officer Redifer's initial placement at the third-year step is for wage purposes only. Subject to the existing CBA's requirements for step advancement, the Officer shall advance from the third-year (80%) step to the fourth-year (86%) step upon completion of one (1) year of Township employment, with subsequent step progression on anniversaries of her Township start date under the CBA. Any calendar-year change in the Senior Patrolman base rate is separate from an anniversary-based step advancement. This placement does not credit prior service toward Township seniority, probation completion, longevity, vacation, pension, or any other service-based benefit unless independently required by the CBA or law.

4. Sign-On Bonus

The Township may pay Officer Redifer a one-time gross sign-on bonus of Five Thousand Dollars ($5,000), following commencement of employment and pursuant to a separate written bonus and repayment agreement executed by the Officer. The sign-on bonus is a one-time incentive, is not added to base salary, and does not modify CBA wage scales or benefits calculations except as required by law.

5. Three-Year Full Repayment Obligation

The sign-on bonus is conditioned on thirty-six (36) months of continuous employment beginning on the Officer's first day of Township employment. If the Officer voluntarily resigns or is discharged for cause before completing thirty-six (36) months, the Officer shall be obligated to repay the entire $5,000 gross bonus; no prorated credit or reduction applies for time served. After thirty-six (36) months of continuous employment, no repayment is due. No repayment is triggered solely by a Township-initiated separation without cause under this MOU. Collection and any payroll deductions shall comply with applicable law and the Officer's separate signed repayment agreement.

6. No General Amendment or Precedent

This MOU applies only to Officer Redifer. It is not a general amendment to the CBA, shall not establish a practice or precedent for any other employee or applicant, and shall not alter the Parties' rights or obligations under the CBA except as expressly stated herein. In the event of a conflict relating to Officer Redifer's starting wage placement or sign-on bonus, this MOU controls to the extent permitted by law; otherwise the CBA remains in full force.

7. Effective Date and Term

This MOU becomes effective only after execution by authorized representatives of both Parties and approval by the Township Board of Supervisors at a public meeting. Its terms remain applicable to Officer Redifer's covered wage placement, anniversary step progression, and sign-on bonus obligation as described above. If Officer Redifer is not hired, this MOU has no operative effect.

AGREED AND ACCEPTED

FOR NEWBERRY TOWNSHIP

Signature: _____

Printed name: _____

Title: _____

Date: _____

FOR THE POLICE ASSOCIATION

Signature: _____

Printed name: Jesse W. Bloom

Title: Vice President NTPA

Date: 11-9-26

Board approval date: _____ Motion / resolution reference (if any): _____

NEWBERRY TOWNSHIP POLICE

November 6, 2026

CONDITIONAL OFFER OF EMPLOYMENT

PROBATIONARY POLICE OFFICER POSITION

Coleen Redifer

Dear Ms. Redifer,

On behalf of the Newberry Township Police Department (Department), I am pleased to extend this conditional offer of employment for the position of Probationary Police Officer. A final offer and appointment are contingent upon satisfaction of the conditions below.

Starting salary and experience credit

In recognition of your prior law enforcement experience and current Act 120 certification, the Township proposes to place you at the third-year patrol officer wage step rather than the first-year entry rate. Under Article XIII of the collective bargaining agreement (CBA), the third-year rate equals 80% of the Senior Patrolman rate, compared with 65% for the first-year rate. This is a starting wage placement only; it does not confer three years of completed Township service or otherwise change service-based benefits or seniority under the CBA.

Based on the 2026 Senior Patrolman base rate of $98,404.80, the proposed starting rate for a 2026 appointment is $78,723.84 annually ($37.85 per hour, based on 2,080 hours), or 80% of the Senior Patrolman rate. The CBA establishes a 2027 Senior Patrolman base rate of $102,336.00; 80% of that rate is $81,868.80 annually ($39.36 per hour). These calendar-year base-rate adjustments are distinct from progression through an officer's experience-based wage steps. Advancement to the next wage step shall be tied to the anniversary of your Township employment start date, not January 1, and shall be governed by the CBA and the approved Police Association MOU. The MOU will specify how your credited starting step affects future step advancement.

Sign-on bonus and three-year repayment commitment

The Township proposes a one-time $5,000 gross sign-on bonus, payable following commencement of employment in accordance with the final written bonus agreement. In consideration of this bonus, you agree to remain continuously employed with the Department for three (3) years (36 months) from your first day of employment. If you voluntarily resign before completing 36 months, or are discharged for cause during that period, you will be required to repay the full $5,000 gross sign-on bonus. Repayment will not be prorated or reduced based on the length of service completed. After completing 36 months of continuous employment, no repayment will be owed. Repayment and any authorized payroll deductions will be subject to applicable law and the separate signed bonus repayment agreement. The bonus, wage placement, and repayment terms are subject to a Police Association MOU and Board approval.

Conditions of this offer

1. Written acceptance of this conditional offer.
2. Satisfactory completion of all remaining background investigation, including criminal history, motor vehicle history, employment history, and education history.
3. Satisfactory completion of a psychological examination and interview.
4. Satisfactory completion of an occupational screening, medical examination, and medical history evaluation by a Department-contracted physician.

5. Satisfactory completion of a drug screening test.
6. Satisfactory completion of a polygraph examination by a certified examiner.
7. Execution of a mutually acceptable final Employment Agreement and separate sign-on bonus repayment agreement.
8. Execution or ratification, as applicable, of an MOU with the Police Association addressing third-year wage placement and the sign-on bonus.
9. Approval of the offer, compensation, bonus, and hiring by the Newberry Township Board of Supervisors and formal appointment at a public meeting.

This conditional offer remains subject to Department operational needs, sufficient funding, and necessary budget allocations. It is not an appointment to the position and does not create an employment contract separate from a final agreement approved by the Board of Supervisors.

This offer will remain open until 5:00 PM on November 20, 2026. Failure to provide written acceptance by that date will constitute rejection unless the Department grants a written extension.

I appreciate your interest in serving the residents of Newberry Township and look forward to working with you through the final stages of the appointment process.

Sincerely,

Farzad Sharif
Chief of Police
Newberry Township Police Department

ACCEPTANCE OF CONDITIONAL OFFER

I, Coleen Redifer, accept this conditional offer for the position of Probationary Police Officer, subject to all conditions above, including the proposed wage placement, three-year full sign-on bonus repayment requirement, Police Association MOU, and Board approval.

☒ I accept the conditional offer as presented.

Signature: Coleen Redifer Date: 11/16/26

2027 AGREEMENT FOR POLICE SERVICES
NEWBERRY TOWNSHIP AND GOLDSBORO BOROUGH

This Agreement is made by and between Newberry Township, York County, Pennsylvania ("Township"), and Goldsboro Borough, York County, Pennsylvania ("Borough").

WHEREAS

WHEREAS, The Township maintains and operates the Newberry Township Police Department;

WHEREAS, The Borough desires to continue receiving municipal police protection from the Township;

WHEREAS, The Township is willing to provide such police services under the terms and conditions set forth below; and

WHEREAS, The parties desire to clearly establish the scope, cost, term, and responsibilities associated with such services.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Term

This Agreement shall commence on January 1, 2027, and shall terminate at 11:59 p.m. on December 31, 2027.

This Agreement is for calendar year 2027 only and shall not automatically renew. Any police services to be provided after December 31, 2027 must be established by a new written agreement or written renewal approved by both municipalities.

2. Police Department Availability

The Newberry Township Police Department shall provide the Borough with twenty-four-hour police coverage and response to calls for service, seven days per week, consistent with the Department's staffing, policies, procedures, priorities, and operational requirements.

The Township Police Department shall serve as the Borough's contracted municipal police provider during the term of this Agreement.

3. Patrol Scheduling and Deployment

The Township Police Department shall determine the timing, frequency, staffing, and manner of patrols within the Borough at the discretion of the Chief of Police or designee.

Nothing in this Agreement shall require the Township to dedicate a particular officer, vehicle, shift, or minimum number of patrol hours exclusively to the Borough.

4. Scope and Continuity of Services

Regardless of the number of incidents occurring within the Borough, the Township shall continue to provide municipal police services throughout the term of this Agreement.

- Response to emergency and non-emergency police calls;
- Routine vehicle patrol;
- Criminal investigations and follow-up;
- Traffic enforcement;
- Court appearances;
- Foot and bicycle patrols when appropriate;
- Vacation checks;

- Business checks;
- Roadway speed enforcement and analysis;
- Community policing activities; and
- Other customary municipal police services.

The Borough's maintenance of a code or ordinance enforcement officer does not alter the Police Department's authority to enforce applicable criminal laws, vehicle laws, or other matters falling within normal police jurisdiction.

5. Primary Police Provider and Termination of Services

During the term of this Agreement, the Newberry Township Police Department shall serve as Goldsboro Borough's contracted municipal police provider and shall provide the services described in this Agreement.

This Agreement is for comprehensive municipal police services and is not a per-call, limited-call, secondary-response, or Pennsylvania State Police backup arrangement.

If Goldsboro Borough elects not to enter into this Agreement for calendar year 2027 and instead utilizes the Pennsylvania State Police or another law-enforcement agency as its primary police provider, Newberry Township's contracted police services to the Borough shall terminate at 11:59 p.m. on December 31, 2026.

After that time, Newberry Township shall have no contractual obligation to provide routine, supplemental, backup, or other police services within Goldsboro Borough. Any response or assistance provided by Newberry Township Police thereafter shall be limited to that required or otherwise authorized by applicable law and shall not create or imply a continuing obligation to provide police services to the Borough.

6. Dispatch and Operational Control

Police services provided under this Agreement shall be dispatched through the applicable York County emergency communications system and handled according to Newberry Township Police Department policies and procedures.

The Chief of Police of Newberry Township shall retain operational control over Township officers, including staffing, deployment, prioritization of calls, investigative assignments, and use of Township personnel and equipment.

7. Reporting

The Township Police Department shall maintain records of police incidents occurring within the Borough and shall provide the Borough with regular activity reports containing police activity and incident statistics.

8. 2027 Contract Price

For police services provided during calendar year 2027, Goldsboro Borough shall pay Newberry Township a fixed annual amount of $82,991.69.

Payment shall be made in twelve equal monthly installments of $6,915.97, due no later than the last day of each month.

The contract price represents payment for the availability and delivery of comprehensive municipal police services and is not calculated on a per-call basis.

The annual contract amount is a fixed obligation for calendar year 2027 and shall not be prorated or reduced due to changes in call volume, Borough utilization of police services, or the availability of services from another law-enforcement agency.

9. Major Incident Billing

This Agreement does not include extraordinary incidents requiring substantial police resources for extended periods, including, by way of example, homicide investigations, hostage incidents, major civil disturbances, or similar events requiring Township police resources for more than four consecutive hours.

For such incidents, the Borough may be billed at a rate of $95.00 per officer per hour, up to a maximum additional charge of $5,000 for a single incident, unless otherwise mutually agreed upon in writing.

10. Animal Control

Goldsboro Borough shall be responsible for maintaining its own animal-control arrangement.

Any animal-control service requested for a Borough incident that results in a charge to Newberry Township may be passed through to the Borough.

11. Township Costs and Resources

The Borough acknowledges that Newberry Township is responsible for maintaining the staffing, vehicles, equipment, training, supervision, facilities, insurance, pension obligations, administrative support, and other infrastructure necessary to operate the Newberry Township Police Department.

The annual contract price represents the Borough's agreed contribution for access to those services and resources and does not represent the Township's total cost of maintaining police-service capacity.

12. Firm Contract Term; No Unilateral Mid-Year Termination

This Agreement shall remain in full force and effect from January 1, 2027 through December 31, 2027.

Except by mutual written agreement of both municipalities, neither party may terminate this Agreement prior to December 31, 2027.

Once this Agreement is executed, Goldsboro Borough shall remain responsible for the full annual contract amount of $82,991.69 for calendar year 2027.

A change in the Borough's preferred police provider, financial condition, budget priorities, or availability of Pennsylvania State Police service shall not relieve the Borough of its obligations under this Agreement.

13. No Automatic Renewal

This Agreement shall automatically expire at 11:59 p.m. on December 31, 2027. There shall be no automatic renewal.

Any continuation of police services for calendar year 2028 must be established by a new written agreement approved by both Newberry Township and Goldsboro Borough.

The parties should complete any 2028 agreement no later than October 1, 2027, unless another deadline is mutually agreed upon in writing.

14. 2027 Acceptance Deadline

Goldsboro Borough shall formally approve and return an executed copy of this Agreement to Newberry Township no later than 4:30 p.m. on Tuesday, November 10, 2026.

If an executed Agreement is not received by that deadline, Newberry Township may proceed with its 2027 budget, staffing, scheduling, and operational planning on the basis that contracted police services to Goldsboro Borough will terminate at 11:59 p.m. on December 31, 2026.

Any request by Goldsboro Borough after November 10, 2026 to enter into a 2027 police services agreement shall be subject to availability, staffing considerations, budgetary impact, and formal approval by the Newberry Township Board of Supervisors.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning police services for calendar year 2027.

Any modification to this Agreement must be in writing and formally approved by both municipalities.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

NEWBERRY TOWNSHIP

By: _____
Mario Eckert, Chair, Board of Supervisors

Date: _____

Attest:
By: _____
Aaron Schwartz, Township Secretary

GOLDSBORO BOROUGH

By: _____
President, Borough Council

Date: _____

Attest:
By: _____
Borough Secretary

NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA

RESOLUTION NO. 2026-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AUTHORIZING COMPENSATION FOR THE EMERGENCY MANAGEMENT COORDINATOR AND PROVIDING FOR THE ANNUAL ESTABLISHMENT OF SUCH COMPENSATION BY THE BOARD OF SUPERVISORS.

WHEREAS, Newberry Township participates in a local emergency management organization pursuant to applicable Pennsylvania law; and

WHEREAS, the Emergency Management Coordinator is responsible for emergency management planning, administration, coordination, preparedness, response, and related duties on behalf of the Township and its participating municipalities; and

WHEREAS, the position of Emergency Management Coordinator has historically been performed without compensation other than reimbursement of authorized expenses; and

WHEREAS, the Board of Supervisors recognizes the responsibilities, training requirements, planning duties, emergency response obligations, and administrative functions associated with the position of Emergency Management Coordinator; and

WHEREAS, the Board of Supervisors desires to authorize compensation for the Emergency Management Coordinator while retaining the ability to determine the appropriate amount of compensation on an annual basis, based upon the Township budget, the responsibilities of the position, and such other factors as the Board deems appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Newberry Township, York County, Pennsylvania, as follows:

SECTION 1. AUTHORIZATION OF COMPENSATION

The position of Emergency Management Coordinator is hereby authorized to receive compensation for services performed in connection with the duties and responsibilities of the position.

SECTION 2. ANNUAL DETERMINATION OF COMPENSATION

The amount of compensation, if any, to be paid to the Emergency Management Coordinator shall be determined annually by the Board of Supervisors. The Board may establish such compensation by motion at its annual reorganization meeting or at any subsequent public meeting of the Board. Nothing contained in this Resolution shall establish or guarantee any particular level of compensation from year to year, and the Board may increase, decrease, maintain, or discontinue such compensation in its discretion, subject to the availability and appropriation of Township funds.

SECTION 3. METHOD OF COMPENSATION

Compensation may be established as an annual stipend or by such other method as may be approved by the Board of Supervisors and shall be administered in accordance with applicable payroll, tax, employment, and other legal requirements. Any compensation authorized under this Resolution shall be separate from reimbursement of actual and authorized expenses incurred by the Emergency Management Coordinator in the performance of official duties.

SECTION 4. APPOINTMENT AND DUTIES

Nothing in this Resolution shall alter the appointment, qualifications, training requirements, duties, authority, or responsibilities of the Emergency Management Coordinator as established by applicable law or any applicable intergovernmental cooperation agreement.

SECTION 5. NO CONTRACTUAL RIGHT

Compensation authorized pursuant to this Resolution shall not constitute an employment contract or create a vested or continuing right to compensation in any subsequent calendar year.

SECTION 6. EFFECTIVE DATE

This Resolution shall become effective immediately upon adoption.

RESOLVED AND ADOPTED this _____ day of _____, 2026, by the Board of Supervisors of Newberry Township, York County, Pennsylvania.

ATTEST:

_____
Township Secretary

NEWBERRY TOWNSHIP
BOARD OF SUPERVISORS

_____
Chairperson

CERTIFICATE

I, the undersigned, Secretary of the Board of Supervisors of Newberry Township, York County, Pennsylvania, certify that the foregoing is a true and correct copy of a Resolution of the Board of Supervisors of Newberry Township duly adopted by a _____ to _____ affirmative vote at a public meeting held on the _____ day of _____, 2026; that said Resolution has been recorded in the Resolution Book of the Township; and that said Resolution remains in effect, unaltered and unamended as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and affix the official seal of Newberry Township on this _____ day of _____, 2026.

_____

Aaron Schwartz, Secretary

NEWBERRY TOWNSHIP

York County, Pennsylvania

RESOLUTION NO. 2026-30

A RESOLUTION APPOINTING AN INTERIM ZONING OFFICER AND AUTHORIZING AS-NEEDED THIRD-PARTY ZONING SUPPORT SERVICES

WHEREAS, the Board of Supervisors of Newberry Township is responsible for the administration and enforcement of the Township Zoning Ordinance, Chapter 380 of the Township Code; and

WHEREAS, Section 614 of the Pennsylvania Municipalities Planning Code and § 380-80 of the Township Code provide for the appointment of a Zoning Officer who meets the applicable qualifications; and

WHEREAS, the Township desires to provide continuity of zoning administration during the vacancy in the permanent Codes and Zoning Officer position by appointing the Township Manager as Interim Zoning Officer; and

WHEREAS, the Township currently utilizes Commonwealth Code Inspection Service, Inc. (CCIS) for certain building code services and desires the flexibility to request zoning-related technical assistance from CCIS when needed; and

WHEREAS, the Board has reviewed the CCIS Zoning Fee Schedule, dated January 1, 2025, attached as Exhibit A, for use in documenting the charges associated with requested zoning support services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Newberry Township, York County, Pennsylvania, as follows:

SECTION 1. Appointment of Interim Zoning Officer.

Aaron Schwartz, Township Manager, is hereby appointed Interim Zoning Officer for Newberry Township, effective upon adoption of this Resolution, subject to the Board's determination that he satisfies the qualifications required by Section 614 of the Pennsylvania Municipalities Planning Code and § 380-80 of the Township Code. This appointment is in addition to his duties as Township Manager.

SECTION 2. Authority and Responsibilities.

The Interim Zoning Officer is authorized to administer and enforce Chapter 380 of the Township Code, including receiving and reviewing zoning applications, making zoning determinations, issuing zoning permits, conducting zoning inspections, investigating alleged violations, issuing legally authorized enforcement notices, and maintaining required records, all in accordance with the Township Code and applicable law. This Resolution does not authorize any variance, special exception, conditional use, or other relief reserved by law to another municipal body.

SECTION 3. Authorization for As-Needed CCIS Assistance.

The Interim Zoning Officer may request assistance from Commonwealth Code Inspection Service, Inc. (CCIS) on an as-needed basis for zoning plan review, inspections, technical consultation, or other zoning-related services within CCIS's qualifications and the scope of an approved Township service arrangement. CCIS shall serve in a technical and support capacity under this Resolution and is not appointed as the Township Zoning Officer or Deputy Zoning Officer. The Interim Zoning Officer retains responsibility for final zoning determinations and official actions unless another individual is separately appointed and authorized in accordance with law. Any expenditure shall be subject to available appropriations, applicable purchasing rules, and the terms of an approved agreement with CCIS.

SECTION 4. CCIS Fee Schedule; Municipal Payment and Applicant Fees.

The CCIS Zoning Fee Schedule dated January 1, 2025, attached as Exhibit A, is acknowledged as the schedule of vendor charges for zoning services requested and actually performed, subject to confirmation that the rates remain in effect and to the terms of any approved service agreement. The Township shall be responsible for CCIS invoices under that agreement. Attachment of Exhibit A does not, by itself, impose additional fees on permit applicants or amend the Township's adopted public fee schedule. Unless and until the Board adopts a separate fee amendment or other lawful cost-recovery authorization, applicants shall continue to pay only the fees otherwise duly established by the Township. Duplicate charges for the same service shall not be assessed.

SECTION 5. Existing Building Code Services.

Nothing in this Resolution changes the existing appointment of the Township Building Code Official or the Township's building code inspection arrangements with CCIS. Zoning administration and Uniform Construction Code administration remain separate functions.

SECTION 6. Term; Transition.

The Interim Zoning Officer appointment shall remain effective through December 31, 2026, unless earlier rescinded or modified by the Board, and thereafter only as permitted by the Township Code and subject to the Board's annual appointment process. The Board may appoint a permanent Zoning Officer at any time. CCIS support may be reduced or discontinued as permitted by the applicable service agreement.

SECTION 7. Effective Date.

This Resolution shall become effective immediately upon adoption.

RESOLVED AND ADOPTED this 24th day of November 2026, by the Board of Supervisors of Newberry Township, York County, Pennsylvania.

ATTEST:	NEWBERRY TOWNSHIP BOARD OF SUPERVISORS
_____	By: _____
Aaron Schwartz, Secretary	Mario Eckert, Chairman

CERTIFICATE

I, the undersigned, Secretary of the Board of Supervisors of Newberry Township, York County, Pennsylvania, certify that the foregoing is a true and correct copy of a Resolution of the Board of Supervisors of Newberry Township duly adopted by a _____ to _____ affirmative vote at a public meeting held on the _____ day of _____, 2026; that said Resolution has been recorded in the Resolution Book of the Township; and that said Resolution remains in effect, unaltered and unamended as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and affix the official seal of Newberry Township on this _____ day of _____, 2026.

_____

Aaron Schwartz, Secretary

EXHIBIT A

COMMONWEALTH CODE INSPECTION SERVICE, INC.

Zoning Fee Schedule — January 1, 2025

40 W. 11th Ave., Suite F, York, PA 17404 | Phone: 717-846-2004

Residential Zoning Fees

Service	CCIS Charge
Plan Review	$60
Stake out	$60
Stormwater Management	$60
Stormwater Management Final	$60
Final Zoning (Use and Occupancy)	$60
Enforcement of work commenced without permit	$60
Additional / failed inspections	$60 minimum per visit

Residential fees are flat rates for a maximum of one inspection per category. Additional inspections may be required as determined by the Zoning Officer based on complexity, number of visits, or execution of work; the vendor schedule states not less than $60 per visit.

Commercial Zoning Fees

Service	CCIS Charge
Plan Review	$100
Stake out	$100
Stormwater Management	$100
Stormwater Management Final	$100
Final Zoning (Use and Occupancy)	$100
Enforcement of work commenced without permit	$100
Additional / failed inspections	$100 minimum per visit

Commercial fees are flat rates for a maximum of one inspection per category. Additional inspections may be required as determined by the Zoning Officer based on complexity, number of visits, or execution of work; the vendor schedule states not less than $100 per visit.

Other Services

Service	CCIS Charge
Field Enforcement Services	$60 per hour — billed to Municipality
Court Enforcement Services	$75 per hour

This exhibit transcribes the CCIS schedule supplied to the Township. The original CCIS PDF should be retained with the official resolution record. This exhibit identifies vendor charges; it is not an amendment to the Township's applicant-facing fee schedule.

COMMONWEALTH CODE INSPECTION SERVICE, INC. (CCIS)

Date: November 24, 2026

To: Newberry Township Board of Supervisors
Re: Designation of Deputy Zoning Officer

Dear Members of the Board:

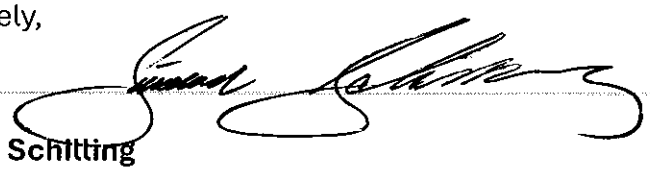
Pursuant to § 380-80(A)(1) of the Newberry Township Code, I, Simon Schilling, in my capacity as the appointed Zoning Officer for Newberry Township, hereby designate Aaron Schwartz, Township Manager, as Deputy Zoning Officer, subject to approval by the Board of Supervisors.

This designation authorizes Mr. Schwartz to exercise the powers and duties of the Zoning Officer during my temporary absence or disability, as provided by the Township Zoning Ordinance.

It is anticipated that Mr. Schwartz will primarily handle the review, approval, and issuance of zoning-only permits that do not require an associated building permit, when acting within his authority as Deputy Zoning Officer.

This designation shall become effective upon approval by the Board of Supervisors and shall remain in effect unless revoked or otherwise terminated in accordance with applicable Township requirements.

Sincerely,



Simon Schilling
Zoning Officer
Newberry Township
Commonwealth Code Inspection Service, Inc.

Aaron Schwartz | Township Manager
Newberry Township
1915 Old Trail Road, Etters, PA 17319
O: 717-938-6992 x201
E: aschwartz@newberrytwp.com

PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

CERTIFICATE FOR PAYMENT

Date of Issuance: 11/18/2026 **Project No.:** NTPMA23002 **Contract No.:** 2026-01G

Project: UV Upgrade **Certificate No.:** 1

Contractor: PSI Pumping Solutions, Inc.

Address: 400 Main Street, Suite A, York Springs, PA 17372

For Period:

From: 10/05/2026

To: 11/10/2026

To: Newberry Township OWNER

In accordance with the subject contract and the attached Application For Payment named contractor is entitled to payment in the amount stipulated below.

The present status of the account for the subject contract is as follows:

ORIGINAL CONTRACT SUM	**$500,229.00**
Change Orders	
Total Additions	**$0.00**
Sub Total	**$500,229.00**
Total Deductions	**$0.00**
TOTAL CONTRACT TO DATE	**$500,229.00**
Balance to Finish	**$485,379.00**
TOTAL COMPLETED TO DATE	**$16,500.00**
Materials Stored	**$0.00**
Total Completed & Stored	**$16,500.00**
Less 10% Retainage	**$1,650.00**
Total Earned Less Retainage	**$14,850.00**
Less Previous Payments	**$0.00**
THIS CERTIFICATE	**$14,850.00**

In providing this information as to the status of construction, Pennoni Associates and the municipality make no representations (except where expressly stated herein to the contrary) as to the final quality of the construction to date; its final conformance with applicable plans, specifications or municipal requirements; its ability to pass any final applicable test requirements, or the cost or degree of future work, which will be required to complete the work to conform with final applicable requirements. Pennoni Associates and the municipality expressly disclaim and all liability for claims or damages arising from any construction deficiencies hereafter discovered before final approval.

This certificate is not negotiable, it is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the owner or contractor under their contract.

ENGINEER: **Pennoni Associates Inc.** DATE: 11/18/2026

BY: William J Rudy, P.E.

OWNER'S ACCEPTANCE

OWNER: Newberry Township DATE:

BY:

PSI Pumping Solutions Incorporated

400 Main Street, Ste. A, York Springs, PA 17372

TO:

Pennoni Associates, Inc.
1215 Manor Drive
Suite 100
Mechanicsburg, PA 17055

Date: 11/13/2026

Job Name: Newberry Twp UV Upgrade

E-mail: wrudy@pennoni.com

PSI Job No: 102600026

RE: AFP 1 - Final Copy

Engineer Project No.: NTPMA23002

Contract No.: 2026-01G

Attn: William Rudy

We are sending you:

☒ Attached ☐ Shop Drawings ☐ Submittal ☐ Contract Documents ☐ Test Results
☐ Re-submittal ☐ Change Order ☐ Specifications ☐ Purchase Order/Subcontract ☒ Other _____

Copies	Specification Section	Description
1	01025	Application for Payment 1 - Final Copy.

Transmitted as checked below:

☐ For Approval ☐ Approved as Submitted ☐ Sign & Return ☐ Submittals Required
☒ For Your Records ☐ Approved as Noted ☐ Release for Production ☐ Steel Certification Required
☐ Revise and Re-submit ☐ Hold Delivery ☐ O & M Manuals Required

REMARKS

Christopher S. Curci/CJS
PSI Pumping Solutions, Inc.

SENT VIA:
EMail

If enclosures are not as noted, kindly notify us at once.

APPLICATION AND CERTIFICATE FOR PAYMENT

FROM:	PSI Pumping Solutions, Inc	PROJECT:	Newberry Twp UV Upgrade 400 Cly Road York Haven, PA 17370	APPLICATION NO:	1
OWNER:	Newberry Twp Sewer Department			INVOICE NO:	1508
	1915 Old Trail Road Etters, PA 17319	EMAIL:		INVOICE DATE:	11/10/2026
CUSTOMER		VIA ENGINEER:	Pennoni Associates Inc.	PERIOD TO:	11/10/2026
CONTACT:	Aaron Schartz	ENG PROJECT NO:	NTPMA23002	CONTRACT NO:	2026-01G

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract; continuation sheet is attached.

CHANGE ORDER SUMMARY	Additions	Deductions
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
Totals	0.00	0.00
Net change by Change Order	0.00	

1) Original Contract Sum	$500,229.00
2) Net Change by Change Orders	$0.00
3) Contract Sum to Date	$500,229.00
4) Completed and Stored to Date	$16,500.00
5) 10% Retainage	$1,650.00
6) Total Earned less Retainage	$14,850.00
7) Less Previous Certificates of Payment	$0.00
8) Current Payment Due	$14,850.00
9) Balance to Finish, including Retainage	$485,379.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: PSI Pumping Solutions, Inc

By: Bernadette A Beagle Date: 11/12/2026
(Operations Coordinator)

Subscribed and Sworn to before me this 12th day of
November 2026

Commonwealth of Pennsylvania - Notary Seal
Janet M Haines, Notary Public
Adams County
My Commission Expires July 1, 2028
Commission Number 1144772

Notary Public: Janet M Haines

PSI Pumping Solutions Incorporated
400 Main Street Suite A, York Springs, PA 17372
Tel: (717) 259-5779

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of:

AMOUNT CERTIFIED.....$14,850.00
(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By:_____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER:

By:_____ Date:_____

Item No.	Description	Scheduled Value	Previous	This Period	Stored Materials	Total	%	Balance	Retainage
General Conditions									
1	Mobilization and General Requirements	9,000.00	0.00	4,500.00	0.00	4,500.00	50%	4,500.00	450.00
1A	Bonds and Insurances	12,000.00	0.00	12,000.00	0.00	12,000.00	100%	0.00	1,200.00
1B	E&S Controls	1,050.00	0.00	0.00	0.00	0.00	0%	1,050.00	0.00
		22,050.00	**0.00**	**16,500.00**	**0.00**	**16,500.00**		**5,550.00**	**1,650.00**
Temp Bypass w/UV Equipment									
2A	Excavation - Test Pits Pipe	3,500.00	0.00	0.00	0.00	0.00	0%	3,500.00	0.00
2B	Install - PVF - By-Pass Pipe, Valves and Standpipes	46,800.00	0.00	0.00	0.00	0.00	0%	46,800.00	0.00
2C	Temporary UV Unit Rental	34,100.00	0.00	0.00	0.00	0.00	0%	34,100.00	0.00
2D	Temporary Pipe Connections - Start up	4,790.00	0.00	0.00	0.00	0.00	0%	4,790.00	0.00
2E	Install Temporary Belt Press Piping	3,200.00	0.00	0.00	0.00	0.00	0%	3,200.00	0.00
2F	Selective Demo Existing UV & Pipes	4,000.00	0.00	0.00	0.00	0.00	0%	4,000.00	0.00
2G	Install P-401 UV Equipment Piping	90,000.00	0.00	0.00	0.00	0.00	0%	90,000.00	0.00
2H	Paint UV P-401 Process Piping	3,200.00	0.00	0.00	0.00	0.00	0%	3,200.00	0.00
2I	Install UV Units Provided by Owner	4,000.00	0.00	0.00	0.00	0.00	0%	4,000.00	0.00
2J	Permanent UV Start-up	4,000.00	0.00	0.00	0.00	0.00	0%	4,000.00	0.00
2K	Remove Temporary Piping and UV Unit	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
2L	Remove Temporary UV Unit	1,500.00	0.00	0.00	0.00	0.00	0%	1,500.00	0.00
		201,090.00	**0.00**	**0.00**	**0.00**	**0.00**		**201,090.00**	**0.00**
UV Building Improvements									
3A	Remove Existing Water Pump and Associated Piping	1,500.00	0.00	0.00	0.00	0.00	0%	1,500.00	0.00
3B	Stabilize Support Future Door Opening	3,000.00	0.00	0.00	0.00	0.00	0%	3,000.00	0.00
3C	Selective Masonry Demolition	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00

Item No.	Description	Scheduled Value	Previous	This Period	Stored Materials	Total	%	Balance	Retainage
3D	Install new CMU Block and Grout for Door Opening	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
3E	Install Precast Concrete Lintel	3,500.00	0.00	0.00	0.00	0.00	0%	3,500.00	0.00
3F	Install New Garage Door and Associated Hardware	9,000.00	0.00	0.00	0.00	0.00	0%	9,000.00	0.00
3G	Selective Demolition - Existing Process Pipe and Equipment	10,500.00	0.00	0.00	0.00	0.00	0%	10,500.00	0.00
3H	Layout, Prep and Form Sump Pump	3,000.00	0.00	0.00	0.00	0.00	0%	3,000.00	0.00
3I	Install Stone Infill, WWM, Rebar and Expansion Joints	8,000.00	0.00	0.00	0.00	0.00	0%	8,000.00	0.00
3J	Concrete Installation and Finishing	11,000.00	0.00	0.00	0.00	0.00	0%	11,000.00	0.00
3K	Block Filler and Interior Painting	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
		69,500.00	**0.00**	**0.00**	**0.00**	**0.00**		**69,500.00**	**0.00**

UV Equipment & Piping

4A	Offload New UV Units	2,020.00	0.00	0.00	0.00	0.00	0%	2,020.00	0.00
4B	Install New UV Units	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
4C	Install New P401 PVF	115,000.00	0.00	0.00	0.00	0.00	0%	115,000.00	0.00
4D	Install Pipe Supports	1,500.00	0.00	0.00	0.00	0.00	0%	1,500.00	0.00
4E	Install New Pipe to Influent By-Pass Stack Valve	3,500.00	0.00	0.00	0.00	0.00	0%	3,500.00	0.00
4F	Reinstall Existing Water Pump and Piping	2,500.00	0.00	0.00	0.00	0.00	0%	2,500.00	0.00
4G	Process Pipe Painting	2,750.00	0.00	0.00	0.00	0.00	0%	2,750.00	0.00
		132,270.00	**0.00**	**0.00**	**0.00**	**0.00**		**132,270.00**	**0.00**

Site Improvements/ Restoration

5A	Selective Demolition - Existing Generator Pad	5,500.00	0.00	0.00	0.00	0.00	0%	5,500.00	0.00
5B	Demolition Existing Concrete Flatwork	5,750.00	0.00	0.00	0.00	0.00	0%	5,750.00	0.00
5C	Layout and Form New Concrete Apron & Sidewalk	4,750.00	0.00	0.00	0.00	0.00	0%	4,750.00	0.00

Item No.	Description	Scheduled Value	Previous	This Period	Stored Materials	Total	%	Balance	Retainage
5D	Install Stone & Rebar	7,060.00	0.00	0.00	0.00	0.00	0%	7,060.00	0.00
5E	Concrete Pour New Apron and Sidewalk	6,500.00	0.00	0.00	0.00	0.00	0%	6,500.00	0.00
5F	Fine Grade & Top Dress Lawn Areas	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
5G	Remove E & S Controls - Site Cleanup	3,750.00	0.00	0.00	0.00	0.00	0%	3,750.00	0.00
5H	Seed, Straw & Mulch - Permanent Stabilization	4,450.00	0.00	0.00	0.00	0.00	0%	4,450.00	0.00
		42,760.00	**0.00**	**0.00**	**0.00**	**0.00**		**42,760.00**	**0.00**
Additional Sewer Line Repl.									
7	Additional Sewer line Replacement	709.00	0.00	0.00	0.00	0.00	0%	709.00	0.00
		709.00	**0.00**	**0.00**	**0.00**	**0.00**		**709.00**	**0.00**
Perm. Belt Filter Press W-Line									
8	Perm. Belt filter Press Waterline	31,850.00	0.00	0.00	0.00	0.00	0%	31,850.00	0.00
		31,850.00	**0.00**	**0.00**	**0.00**	**0.00**		**31,850.00**	**0.00**
50	Change Order	0.00	0.00	0.00	0.00	0.00	***%	0.00	0.00
		$500,229.00	**$0.00**	**$16,500.00**	**$0.00**	**$16,500.00**		**$483,729.00**	**1,650.00**

PSI Pumping Solutions Incorporated
400 Main Street Suite A, York Springs, PA 17372
Tel: (717) 259-5779

CONTRACT CHANGE ORDER

Contract No. 2026-01 Date 11/18/2026

Change Order No. 2 Project No. NBTWP00332

Location Newberry Township

To: (Contractor) Pennsy Supply, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
1	Balancing Quantities		$1,391.62
	Change in contract price due to this Change Order:		
	Total decrease		
	Total increase		$1,391.62
	Difference between Col. (3) and (4)		$1,391.62
	Net (increase/decrease) contract price		$1,391.62

The sum of $1,391.62 is hereby ☒ added to, ☐ deducted from, the total contract price and the total adjusted contract price to date thereby $403,432.46.

The time provided for completion in the contract is ☒ unchanged, ☐ increased, ☐ decreased, by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: _____ CONTRACTOR _____ DATE

Recommended by: William J. Rudy ENGINEER 11/18/2026 DATE

Approved by: _____ OWNER _____ DATE

REQUEST AND JUSTIFICATION OF CHANGE

Project No.: NBTWP00332

Contract No.: 2026-01

Change Order No.: 2

NECESSITY FOR CHANGE:

This Change Order includes balancing the quantities necessary to formally close out the contract.

Change Order

Pennsy Supply
2400 Thea Drive, Suite 3A
Harrisburg, PA 17110

Distribution
- ☐ NEWBERRY TOWNSHIP
- ☐
- ☐ Office
- ☐ Field
- ☐ Other

Project: 126206. NEWBERRY TOWNSHIP
1915 OLD TRAIL RD
ETTERS, PA 17319

Contract Number: 126206. NEWBERRY TOWNSHIP

Change Order #: 3 Final balancing change order
ACO Seq #: 3

To (Contractor): Pennsy Supply
2400 Thea Drive, Suite 3A
Harrisburg, PA 17110

Change Order Date : 09/21/26

You are directed to make the following changes in this Contract:

C.O. Item	Contract Item	Units	UM	Description	Unit Price	Amount
1	20	-493.11	SY	Balance Item 20 12" FDR	4.34000	-2,140.10
2	30	23.14	TON	Balance Item 30 Cement	176.00000	4,072.64
3	70	-28.00	LF	Balance Item 70 4" Double Yellow	0.41000	-11.48
4	80	-17.00	LF	Balance Item 80 4" Single White	0.41000	-6.97
5	100	33.89	SY	Balance Item 100 12" FDR	5.84000	197.92
6	110	-13.79	TON	Balance Item 110 Cement	176.00000	-2,427.04
7	130	145.00	SY	Balance Item 130 2.5" 19 MM Base	11.77000	1,706.65
				Total For Change Order: 3		**1,391.62**

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	**369,458.55**
The net change by previously authorized Change Orders was	**32,582.29**
The Contract Sum prior to this Change Order was	**402,040.84**
The Contract Sum will be increased by this Change Order	**1,391.62**
The new Contract Sum will be	**403,432.46**

The Contract Time will be unchanged

Authorized By Owner:
Newberry Township-Etters
C/O Stacy Craley
Etters, PA 17319

By: _____

Date: _____

Accepted By Contractor:
Pennsy Supply
2400 Thea Drive, Suite 3A
Harrisburg, PA 17110

By: _____

Date: 9/22/26

Architect/Engineer:
Pennoni
5072 Ritter Rd, Suite 102
Mechanicsburg, PA 17055

By: _____

Date: _____

PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

CERTIFICATE FOR PAYMENT

Date of Issuance: 11/18/2026 **Project No.:** NBTWP00332 **Contract No.:** 2026-01

Project: 2026 Road Program **Certificate No.:** 2

Contractor: Pennsy Supply, Inc.

Address: PO BOX 3331, Harrisburg PA 17105

For Period:

From: 08/16/2026

To: 08/31/2026

To: Newberry Township Board of Supervisors OWNER

In accordance with the subject contract and the attached Application For Payment named contractor is entitled to payment in the amount stipulated below.

The present status of the account for the subject contract is as follows:

ORIGINAL CONTRACT SUM	**$369,458.55**
Change Orders	
Total Additions	**$51,811.31**
Sub Total	**$421,269.86**
Total Deductions	**$17,837.40**
TOTAL CONTRACT TO DATE	**$403,432.46**
Balance to Finish	
TOTAL COMPLETED TO DATE	**$403,432.46**
Materials Stored	
Total Completed & Stored	**$403,432.46**
Less 0% Retainage	
Total Earned Less Retainage	**$403,432.46**
Less Previous Payments	**$330,816.52**
THIS CERTIFICATE	**$72,615.94**

In providing this information as to the status of construction, Pennoni Associates and the municipality make no representations (except where expressly stated herein to the contrary) as to the final quality of the construction to date; its final conformance with applicable plans, specifications or municipal requirements; its ability to pass any final applicable test requirements, or the cost or degree of future work, which will be required to complete the work to conform with final applicable requirements. Pennoni Associates and the municipality expressly disclaim and all liability for claims or damages arising from any construction deficiencies hereafter discovered before final approval.

This certificate is not negotiable, it is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the owner or contractor under their contract.

ENGINEER: **Pennoni Associates Inc.** DATE: 11/18/2026

BY: William J Rudy, P.E.

OWNER'S ACCEPTANCE

OWNER: Newberry Township Board of Supervisors DATE:

BY:

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 9038976

To Owner: Newberry Township-Etters
C/O Ann Baucum
1915 Old Trail Road
Etters, PA 17319

Project: 126206 NEWBERRY TOWNSHIP

From Contractor: Pennsy Supply, Inc.
2400 Thea Drive, Suite 3A
HARRISBURG, PA 17110

Via Architect:

Application No.: 2
Customer No.: 157020
Period To: 08/31/2026
Project Nos: 126206

Distribution to :
☐ Owner
☐ Architect
☐ Contractor
☐
☐

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$369,458.55
2. Net Change By Change Order		$33,973.91
3. Contract Sum To Date		$403,432.46
4. Total Completed and Stored To Date		$403,432.46
5. Retainage :		
a. 10.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$403,432.46
7. Less Previous Certificates For Payments		$330,816.52
8. Current Payment Due		$72,615.94
Sales Tax (0.0000 % on 35,858.55)		$0.00
Current Payment Due Plus Sales Tax		$72,615.94
9. Balance To Finish, Including Retainage		$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$50,419.69	$17,837.40
Total Approved this Month	$1,391.62	$0.00
TOTALS	$51,811.31	$17,837.40
Net Changes By Change Order	**$33,973.91**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 9/22/26

State of: Pennsylvania County of: Dauphin
Subscribed and sworn to before me this 22nd day of September, 2026
Notary Public: Bethany A Wileman
My Commission expires: 6/1/2030

Commonwealth of Pennsylvania - Notary Seal
Bethany A. Wileman, Notary Public
Dauphin County
My commission expires June 1, 2030
Commission number 1019881
Member, Pennsylvania Association of Notaries

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $72,615.94

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

PAYMENT CERTIFIER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 2
Application Date: 08/31/2026
To:
Architect's Project No.:

Invoice #: 9038976 **Contract:** 126206 NEWBERRY TOWNSHIP

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
10	MOBILIZATION	17,335.00	17,335.00	0.00	0.00	17,335.00	100.00%	0.00	
20	12" FDR	44,905.50	44,905.50	0.00	0.00	44,905.50	100.00%	0.00	
30	CEMENT	59,908.64	59,908.64	0.00	0.00	59,908.64	100.00%	0.00	
40	GUIDERAIL	26,460.00	0.00	26,460.00	0.00	26,460.00	100.00%	0.00	
50	GUIDERAIL END TREATMENT TURNDC	6,096.00	0.00	6,096.00	0.00	6,096.00	100.00%	0.00	
60	3" 19 MM BASE SRL-L 0.3<3 M ESALS	142,004.00	142,004.00	0.00	0.00	142,004.00	100.00%	0.00	
70	4" DOUBLE YELLOW	1,649.02	0.00	1,649.02	0.00	1,649.02	100.00%	0.00	
80	4" SINGLE WHITE	1,653.53	0.00	1,653.53	0.00	1,653.53	100.00%	0.00	
90	MOBILIZATION	2,375.00	2,375.00	0.00	0.00	2,375.00	100.00%	0.00	
100	12" FDR	12,199.12	12,199.12	0.00	0.00	12,199.12	100.00%	0.00	
110	CEMENT	12,532.96	12,532.96	0.00	0.00	12,532.96	100.00%	0.00	
120	1.5" 9.5 MM WEARING SRL-L 0.3<3 M E	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
130	2.5" 19 MM BASE SRL-M 0.3<3 L ESALS	25,894.00	25,894.00	0.00	0.00	25,894.00	100.00%	0.00	
140	9.5MM SCRATCH	43,771.20	43,771.20	0.00	0.00	43,771.20	100.00%	0.00	
150	Asphalt Escalation	6,648.49	6,648.49	0.00	0.00	6,648.49	100.00%	0.00	
9999	MISCELLANEOUS COST TYPES	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
	Grand Totals	**403,432.46**	**367,573.91**	**35,858.55**	**0.00**	**403,432.46**	**100.00%**	**0.00**	**0.00**

NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA

RESOLUTION NO. 2026-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AUTHORIZING AN APPLICATION TO THE COMMONWEALTH FINANCING AUTHORITY FOR STATEWIDE LOCAL SHARE ACCOUNT PROGRAM FUNDING FOR ROADWAY AND INFRASTRUCTURE REHABILITATION EQUIPMENT

WHEREAS, Newberry Township (the "Township") is responsible for maintaining Township roads and related public infrastructure; and

WHEREAS, the Township desires to acquire equipment that will expand its ability to perform in-house paving, roadway repairs, resurfacing, and related maintenance; and

WHEREAS, the Township proposes to purchase an asphalt roller, compact track loader, cold planer attachment, and broom attachment for use by the Township Highway Department; and

WHEREAS, the total proposed project cost is $326,568.00, and the Board of Supervisors desires to seek funding through the Statewide Local Share Account Program administered by the Commonwealth Financing Authority; and

WHEREAS, the Board of Supervisors has determined that seeking such grant funding is in the best interests of the Township and its residents.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Newberry Township, York County, Pennsylvania, as follows:

SECTION 1. AUTHORIZATION TO APPLY. The Board of Supervisors hereby authorizes the submission of an application to the Commonwealth Financing Authority under the Statewide Local Share Account Program in the amount of $326,568.00 for the Roadway and Infrastructure Rehabilitation Equipment Project.

SECTION 2. PROJECT PURPOSE. The requested grant funds shall be used to purchase an asphalt roller, compact track loader, cold planer attachment, and broom attachment for the Township Highway Department.

SECTION 3. DESIGNATED OFFICIALS. Aaron Schwartz, Township Manager, and Mario Eckert, Chairman of the Board of Supervisors, are hereby authorized to execute, certify, and submit the grant application and related documents, and to take such administrative actions as are necessary to pursue and administer the grant, consistent with applicable requirements.

SECTION 4. LOCAL FUNDING COMMITMENT. The Statewide Local Share Account Program does not require matching funds for this request. However, should the grant award be less than the final eligible project cost, the Township commits to provide sufficient local funds to cover the resulting shortfall necessary to complete the approved project.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the Board of Supervisors of Newberry Township, York County, Pennsylvania, this _____ day of _____, 2026.

ATTEST:

_____
Aaron Schwartz
Township Manager / Township Secretary

NEWBERRY TOWNSHIP
BOARD OF SUPERVISORS

_____
Mario Eckert
Chairman

NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA

RESOLUTION NO. 2026-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AUTHORIZING AN APPLICATION FOR STATEWIDE LOCAL SHARE ACCOUNT GRANT FUNDING FOR THE NEWBERRY TOWNSHIP FIRE DEPARTMENT SCBA REPLACEMENT PROJECT

WHEREAS, Newberry Township recognizes the importance of providing reliable respiratory protection equipment for the safety of volunteer firefighters and the protection of Township residents and property; and

WHEREAS, the Newberry Township Fire Department has identified a need to replace aging self-contained breathing apparatus (SCBA) equipment used in fire suppression, rescue, and emergency response operations; and

WHEREAS, the Township desires to apply to the Commonwealth Financing Authority for a Statewide Local Share Account (LSA) grant in the amount of Two Hundred Forty-Nine Thousand Three Hundred Seventy-One Dollars and Ninety-Eight Cents ($249,371.98) for the acquisition of 25 SCBA packs, 51 breathing-air cylinders, 31 facepieces, and one firefighter rescue breathing-air unit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Newberry Township, York County, Pennsylvania, as follows:

SECTION 1. Grant Application. The Board of Supervisors hereby authorizes the submission of an application to the Commonwealth Financing Authority requesting Statewide LSA grant funding in the amount of $249,371.98 for the Newberry Township Fire Department SCBA Replacement Project.

SECTION 2. Project Purpose. Grant funds, if awarded, shall be used to purchase 25 self-contained breathing apparatus packs, 51 breathing-air cylinders, 31 facepieces, and one firefighter rescue breathing-air unit, in accordance with the grant application and applicable program requirements.

SECTION 3. Authorized Officials. Aaron Schwartz, Township Manager, and Mario Eckert, Chairman of the Board of Supervisors, are hereby authorized to execute, certify, and submit the grant application and related documents, and to take such administrative actions as are necessary to pursue and administer the grant, consistent with applicable requirements.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon adoption.

DULY ADOPTED this _____ day of _____, 2026, by the Board of Supervisors of Newberry Township, York County, Pennsylvania.

ATTEST: **NEWBERRY TOWNSHIP BOARD OF SUPERVISORS**

_____ _____

Township Secretary Mario Eckert, Chair

NEWBERRY TOWNSHIP

YORK COUNTY, PENNSYLVANIA

RESOLUTION NO. 2026-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY TOWNSHIP, YORK COUNTY, PENNSYLVANIA, ESTABLISHING REVISED RESIDENTIAL AND COMMERCIAL SANITARY SEWER RENTAL RATES EFFECTIVE APRIL 1, 2027.

WHEREAS, Newberry Township, York County, Pennsylvania (the "Township"), owns, operates, and maintains a public sanitary sewer collection and treatment system; and

WHEREAS, pursuant to Section 2511 of the Pennsylvania Second Class Township Code, 53 P.S. § 67511, the Board of Supervisors is authorized to establish sewer rental charges by resolution; and

WHEREAS, Chapter 310, Article V, Sections 310-46 and 310-49 of the Code of Newberry Township authorize the Board of Supervisors to establish and modify residential and commercial sewer rental rates by resolution; and

WHEREAS, the Township has reviewed current and projected costs of operating, maintaining, repairing, improving, and replacing its sanitary sewer facilities; and

WHEREAS, the Board of Supervisors has determined that revised sewer rental rates are necessary to address increasing operating expenses, maintain the financial stability of the sewer system, and fund future capital improvements; and

WHEREAS, the Board of Supervisors desires to establish revised rates applicable to sewer service beginning with the second calendar quarter of 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Newberry Township, York County, Pennsylvania, as follows:

SECTION 1. ESTABLISHMENT OF SEWER RENTAL RATES

Effective for sewer service provided on and after April 1, 2027, the following sanitary sewer rental rates are established:

Classification	Existing Rate	Revised Rate
Residential Flat Rate (Quarterly)	$149.00	$165.00
Commercial Base Rate (Quarterly)	$126.50	$140.00
Commercial Excess Usage (Per 1,000 Gallons Over 9,000 Gallons Per Quarter)	$11.50	$12.75

SECTION 2. APPLICATION OF REVISED RATES

The revised rates shall apply to sanitary sewer service provided beginning April 1, 2027, corresponding to the second calendar quarter of 2027, and shall be reflected in billing for that service period. Charges for service provided before April 1, 2027, shall remain subject to the rates applicable to those service periods.

SECTION 3. BILLING AND COLLECTION

Sewer rental charges shall be billed, collected, and enforced in accordance with Chapter 310 of the Code of Newberry Township and other applicable Township ordinances, resolutions, rules, regulations, and laws.

SECTION 4. CONTINUATION OF EXISTING PROVISIONS

Except as expressly revised herein, all existing provisions governing sanitary sewer service, billing, payment, collection, penalties, and enforcement remain in full force and effect. Prior resolutions establishing sewer rental rates are superseded to the extent they conflict with the rates set forth herein, effective April 1, 2027.

SECTION 5. SEVERABILITY

If any provision of this Resolution is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in effect.

SECTION 6. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption; provided, however, that the revised sewer rental rates established herein shall apply to sewer service beginning April 1, 2027.

DULY ADOPTED AND RESOLVED by the Board of Supervisors of Newberry Township, York County, Pennsylvania, at a duly advertised public meeting held this 24th day of November, 2026.

ATTEST: **NEWBERRY TOWNSHIP BOARD OF SUPERVISORS**

_____ _____

Township Secretary Mario Eckert, Chair

NEWBERRY TOWNSHIP

York County, Pennsylvania

RESOLUTION NO. 2026-34

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY TOWNSHIP ESTABLISHING A COMPENSATION AND BENEFITS POLICY FOR NON-BARGAINING-UNIT POLICE MANAGEMENT PERSONNEL AND AFFIRMING THE BOARD'S AUTHORITY TO REVIEW AND PROSPECTIVELY MODIFY EXISTING EMPLOYMENT AGREEMENTS AND COMPENSATION AND BENEFIT ARRANGEMENTS

WHEREAS, the Board of Supervisors of Newberry Township is responsible for establishing compensation, benefits, and employment policies for Township personnel in accordance with applicable law; and

WHEREAS, the Township employs police management personnel outside the police collective bargaining unit, currently consisting of the Chief of Police and Lieutenant of Police; and

WHEREAS, the Board desires to establish a consistent, equitable, and financially responsible framework for the compensation and benefits of non-bargaining-unit police management personnel, independent of the Collective Bargaining Agreement ("CBA") governing bargaining-unit police officers; and

WHEREAS, the Board recognizes, upon advice of counsel and subject to applicable law and any rights that have already accrued or vested, that compensation and benefit provisions established by prior Board action may be modified prospectively to the extent such provisions would impermissibly restrict the present or future Board's exercise of its governmental authority concerning the organization, supervision, compensation, and administration of the Township police force; and

WHEREAS, the Board recognizes that compensation and benefits may appropriately differ based upon rank, responsibilities, experience, existing contractual obligations, and legally protected rights; and

WHEREAS, the Board further desires to preserve its authority, to the extent permitted by applicable law, to review and prospectively modify compensation and benefit arrangements for non-bargaining-unit police management personnel and to establish such compensation and benefits consistent with the operational and financial interests of the Township; and

WHEREAS, the Board intends that this Resolution operate prospectively only, and that it does not impair compensation or leave already earned, rights under any Township pension plan, or rights under the Police Tenure Act, 53 P.S. § 811 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Newberry Township, York County, Pennsylvania, as follows:

SECTION 1. COMPENSATION AND BENEFITS POLICY

The Board hereby establishes that compensation, benefits, and employment terms for non-bargaining-unit police management personnel shall be determined independently of the police CBA, subject to applicable law and any rights that have already accrued or vested.

Such terms shall be established through Board-approved employment agreements, resolutions, policies, or other lawful Board action.

The Board intends to maintain a consistent management compensation and benefits framework while recognizing that individual employment terms may differ based upon legitimate employment considerations and existing legal obligations.

SECTION 2. BOARD AUTHORITY

The Board hereby affirms its authority to establish, review, and prospectively modify compensation, benefits, and other employment terms for non-bargaining-unit police management personnel, subject to applicable law and any rights that have already accrued or vested.

The Board may amend, supersede, replace, or otherwise modify existing compensation and benefit arrangements through resolution, agreement, or other lawful official Board action, to the extent permitted by law.

No provision of the police CBA shall automatically govern or determine the compensation or benefits of non-bargaining-unit police management personnel unless expressly adopted by the Board or otherwise required by law.

The expiration, non-renewal, termination, replacement, or modification of an employment agreement shall not, by itself, reinstate a prior agreement or automatically subject non-bargaining-unit police management personnel to the terms of the police CBA, except as otherwise required by law.

SECTION 3. EXISTING RIGHTS AND OBLIGATIONS

Nothing in this Resolution shall impair compensation or benefits already earned or vested, accrued leave to the extent legally protected, applicable pension rights, statutory employment protections, or any other right or obligation that cannot lawfully be modified or impaired.

The Board hereby affirms its authority to review and consider prospective modifications to existing employment agreements or arrangements, including provisions that determine compensation, leave, or benefits by reference to the police CBA or automatically incorporate future changes to the CBA, to the extent permitted by applicable law.

Any such modifications shall be established through subsequent lawful Board action and shall operate prospectively, subject to applicable law and any rights that have already accrued or vested.

Nothing in this Resolution alters the rank, title, or position of any employee, amends any Township pension plan, or affects any right under the Police Tenure Act, 53 P.S. § 811 et seq.

The adoption of this Resolution does not constitute a suspension, removal, or reduction in rank.

SECTION 4. IMPLEMENTATION

The Board of Supervisors hereby authorizes the continued review and consideration of existing employment agreements, compensation arrangements, and benefits for non-bargaining-unit police management personnel.

The Board may, in consultation with Township legal counsel, including the Township Solicitor and any special or labor counsel retained by the Township, develop, negotiate, amend, supersede, terminate, or replace such agreements and arrangements to the extent permitted by applicable law.

The Board may direct the preparation of any necessary employment agreements, amendments, resolutions, compensation and benefits policies, or other documents consistent with the purposes of this Resolution.

Any proposed modifications requiring Board approval shall be presented for consideration and official action at a subsequent duly advertised public meeting of the Board of Supervisors.

Any prospective modification of an existing employment agreement or arrangement shall be taken by separate action of the Board at a public meeting in accordance with applicable law.

The Board intends to consider, at its public meeting on December 15, 2026, the adoption of a compensation and benefits plan for non-bargaining-unit police management personnel and the prospective cessation, effective January 1, 2027, of compensation, leave, and benefit provisions of existing agreements, including provisions determined by reference to the CBA. The Township Manager is directed to provide written notice of the proposed plan to each affected employee, and to counsel for any affected employee known to be represented, no later than December 1, 2026.

SECTION 5. EFFECTIVE DATE

This Resolution shall become effective immediately upon adoption.

DULY ADOPTED by the Board of Supervisors of Newberry Township, York County, Pennsylvania, at a duly advertised public meeting held on the ____ day of _____, 2026.

NEWBERRY TOWNSHIP BOARD OF SUPERVISORS

_____

Mario Eckert, Chairman

ATTEST:

_____

Township Secretary