

NEWBERRY TOWNSHIP

Founded 1742

1915 Old Trail Road, Etters, PA 17319

Phone: (717)938-6992 Fax: (717)938-0421 Website: www.newberrytp.com

August 25, 2026

SUBJECT: 2027 Minimum Municipal Obligation

For the Newberry Township Police Pension Plan

TO: Newberry Township Board of Supervisors
GOVERNING BOARD

FROM: Aaron Schwartz, Chief Administrative Officer
NAME

Act 205 of 1984 requires that the "chief administrative officer" of the pension plan inform the "governing board" of the municipality of the Minimum Municipal Obligation for the following year by the last business day in September. This memo, provided under the guidance of Foster & Foster (our plan's actuary), is intended to satisfy this legal requirement. Questions on our pension costs can either be addressed to me or Robert J. Hall Company at 717-960-0752.

The calculation of the 2027 Minimum Municipal Obligation requires several assumptions relating to projected payroll. The attached 2027 Minimum Municipal Obligation certification details this determination.

**NEWBERRY TOWNSHIP
POLICE RETIREMENT PLAN
WORKSHEET FOR 2027 MMO**

1. TOTAL ANNUAL PAYROLL (W-2 payroll for 2026)	\$1,614,972
2. TOTAL NORMAL COST PERCENTAGE	20.36%
3. TOTAL NORMAL COST (Item 1 x Item 2)	\$328,808
4. TOTAL AMORTIZATION REQUIREMENT	\$211,297
5. TOTAL ADMINISTRATIVE EXPENSES (Estimated based on recent experience)	\$7,125
6. TOTAL FINANCIAL REQUIREMENTS (Item 3 + Item 4 + Item 5)	\$547,230
7. TOTAL MEMBER CONTRIBUTIONS (Member Contribution Rate x Item 1)	\$77,416
8. FUNDING ADJUSTMENT	\$0
9. MINIMUM MUNICIPAL OBLIGATION (Item 6 - Item 7 - Item 8)	\$469,814

Signature of Chief Administrative Officer

Date Certified to Governing Body

**Note: The 2027 Minimum Municipal Obligation is based on the most recent
Actuarial Valuation Report on January 1, 2025.**

NEWBERRY TOWNSHIP

Founded 1742

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

August 25, 2026

SUBJECT: 2027 Minimum Municipal Obligation

For the Newberry Township Non-Uniformed Pension Plan

TO: Newberry Township Board of Supervisors
GOVERNING BOARD

FROM: Aaron Schwartz, Chief Administrative Officer
NAME

Act 205 of 1984 requires that the "chief administrative officer" of the pension plan inform the "governing board" of the municipality of the Minimum Municipal Obligation for the following year by the last business day in September. This memo, provided under the guidance of Foster & Foster (our plan's actuary), is intended to satisfy this legal requirement. Questions on our pension costs can either be addressed to me or Robert J. Hall Company at 717-960-0752.

The calculation of the 2027 Minimum Municipal Obligation requires several assumptions relating to projected payroll. The attached 2027 Minimum Municipal Obligation certification details this determination.

**NEWBERRY TOWNSHIP
NON-UNIFORMED RETIREMENT PLAN
WORKSHEET FOR 2027 MMO**

1. TOTAL ANNUAL PAYROLL (W-2 payroll for 2026)	\$1,195,196
2. TOTAL NORMAL COST PERCENTAGE	5.71%
3. TOTAL NORMAL COST (Item 1 x Item 2)	\$68,246
4. TOTAL AMORTIZATION REQUIREMENT	\$80,954
5. TOTAL ADMINISTRATIVE EXPENSES (Estimated based on recent experience)	\$7,125
6. TOTAL FINANCIAL REQUIREMENTS (Item 3 + Item 4 + Item 5)	\$156,325
7. TOTAL MEMBER CONTRIBUTIONS (Member Contribution Rate x Item 1)	\$59,760
8. FUNDING ADJUSTMENT	\$0
9. MINIMUM MUNICIPAL OBLIGATION (Item 6 - Item 7 - Item 8)	\$96,565

Signature of Chief Administrative Officer

Date Certified to Governing Body

**Note: The 2027 Minimum Municipal Obligation is based on the most recent
Actuarial Valuation Report on January 1, 2025.**



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

CERTIFICATE FOR PAYMENT

Date of Issuance: 08/13/2026 Project No.: NTPMA25001 Contract No.: 2025-03
Project: Newberry Twp. WWTP Generator Upgrade Certificate No.: 5
Contractor: Manada Electric
Address: 10 West Main Street, Hershey, PA 17033
For Period:
From: 05/31/2026
To: 06/30/2026
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:

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.

ORIGINAL CONTRACT SUM	\$299,204.17
Change Orders	
Total Additions	<u>\$0.00</u>
Sub Total	<u>\$299,204.17</u>
Total Deductions	<u>\$0.00</u>
TOTAL CONTRACT TO DATE	\$299,204.17
Balance to Finish	<u>\$0.00</u>
TOTAL COMPLETED TO DATE	\$299,204.17
Materials Stored	<u>\$0.00</u>
Total Completed & Stored	<u>\$299,204.17</u>
Less % Retainage	<u>\$0.00</u>
Total Earned Less Retainage	<u>\$299,204.17</u>
Less Previous Payments	<u>\$269,283.75</u>
THIS CERTIFICATE	\$29,920.42

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: 08/13/2026

BY: William J. Rudy P.E.

OWNER'S ACCEPTANCE

OWNER: Newberry Township DATE: _____

BY: _____

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): Pennoni Associates
5072 Ritter Road
Suite 102
Mechanicsburg, PA 17055

PROJECT: Newberry WWTP-Gen Upgrade 5343
5072 Ritter Road
Suite 102
Mechanicsburg, PA 17055

APPLICATION NO: 5
INVOICE NO: 11493
PERIOD TO: 6/30/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Manada Electric
10 West Main Street
Hershey, PA 17033

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: PO 2025-03

CONTRACT FOR: A-5343, Newberry WWTP

CONTRACT DATE: 6/2/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 299,204.17
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 299,204.17
4. TOTAL COMPLETED AND STORED TO DATE \$ 299,204.17
5. RETAINAGE:
a. 0.00 % of Completed Work \$ 0.00
b. 0.00 % of Stored Material \$ 0.00
Total retainage (Line 5a + 5b) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 299,204.17
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 269,283.75
8. CURRENT PAYMENT DUE \$ 29,920.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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 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 payment is received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Manada Electric
10 West Main Street Hershey, PA 17033

By: Troy Cupp / President
State of PA

Date: 6/30/26

County of: Dauphin

Subscribed and Sworn to before me this 30th Day of June 20 26

Notary Public: Danielle Stehr
My Commission Expires: March 19, 2029

DANIELLE STEHR - Notary Public
Dauphin County
My Commission Expires March 19, 2029
Commission Number 1454325

ARCHITECT'S 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 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 \$

(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 to the amount certified.)

ARCHITECT:

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.

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): Pennoni Associates
 5072 Ritter Road
 Suite 102
 Mechanicsburg, PA 17055

PROJECT: Newberry WWTP-Gen Upgrade 5343
 5072 Ritter Road
 Suite 102
 Mechanicsburg, PA 17055

APPLICATION NO: 5
PERIOD TO: 6/30/2026

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

FROM (CONTRACTOR): Manada Electric
 10 West Main Street
 Hershey, PA 17033

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: PO 2025-03

CONTRACT FOR: A-5343, Newberry WWTP

CONTRACT DATE: 6/2/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Demolition	6,950.78	6,950.78	0.00	0.00	6,950.78	100.00	0.00	0.00
2	Excavation/Remediation	19,057.71	19,057.71	0.00	0.00	19,057.71	100.00	0.00	0.00
3	Concrete Work	2,914.79	2,914.79	0.00	0.00	2,914.79	100.00	0.00	0.00
4	Generator/ATS	203,968.21	203,968.21	0.00	0.00	203,968.21	100.00	0.00	0.00
5	Conduit/Wire	54,188.37	54,188.37	0.00	0.00	54,188.37	100.00	0.00	0.00
6	Manhole	7,371.31	7,371.31	0.00	0.00	7,371.31	100.00	0.00	0.00
7	Incidentals	4,753.00	4,753.00	0.00	0.00	4,753.00	100.00	0.00	0.00
REPORT TOTALS		\$299,204.17	\$299,204.17	\$0.00	\$0.00	\$299,204.17	100.00	\$0.00	\$0.00



August 14, 2026

NTPMA23002

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

**RE: Wastewater Treatment Plant UV Upgrade
Electrical Contract 2026-02E
Newberry Township, York County, PA**

Dear Mr. Schwartz:

Enclosed please find the bid tabulation for the above referenced project. We have reviewed the three (3) bids received for completeness and have determined that they are qualified bids, and we recommend awarding the low bidder, PSI Pumping Solutions Inc., for the total bid amount of \$69,580.00. Should you have any questions, please do not hesitate to call.

Sincerely,

PENNONI ASSOCIATES INC.

A handwritten signature in blue ink, appearing to read "William J. Rudy". The signature is fluid and cursive, with the first and last names being more prominent.

William J. Rudy, PE
Newberry Township Engineer

Enclosures

U:\Accounts\NTPMA\NTPMA23002 - UV Upgrade\CONSTRUCTION\BID\2026.08.14 - UV Upgrade - Bid Tabulation Letter (Electrical Contract).docx



August 14, 2026

NTPMA23002

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

**RE: Wastewater Treatment Plant UV Upgrade
General Contract 2026-01G
Newberry Township, York County, PA**

Dear Mr. Schwartz:

Enclosed please find the bid tabulation for the above referenced project. We have reviewed the three (3) bids received for completeness and have determined that they are qualified bids, and we recommend awarding the low bidder, PSI Pumping Solutions Inc., for the total bid amount of \$500,229.00.

Sincerely,

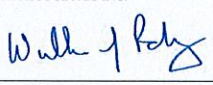
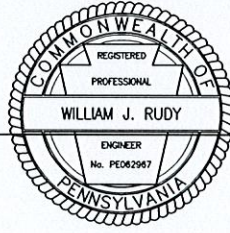
PENNONI ASSOCIATES INC.

A handwritten signature in blue ink, appearing to read "William J. Rudy", is written over a faint, light blue circular background.

William J. Rudy, PE
Newberry Township Engineer

Enclosures

U:\Accounts\NTPMA\NTPMA23002 - UV Upgrade\CONSTRUCTION\BID\2026.08.14 - UV Upgrade - Bid Tabulation Letter (General Contract)_WJR.docx

Newberry Township, York County, PA Tabulation of Bids Received Until 9:00 am Prevailing time on August 14th, 2026				CONTRACT NO. 2026-01G UV Upgrade		PSI Pumping Solutions, Inc. 400 Main Street, Suite A York Springs, PA 17372 717-259-3779		Advanced Industrial Services 3250 North Susquehanna Trail York, PA 17406 717-449-9153		Johnson Construction Company 4331 Fox Run Road Dover, PA 17315 717-292-3606	
ITEM NO.	QTY.	UNIT	DESCRIPTION	AMOUNT		AMOUNT		AMOUNT			
			Total Base Bid Items Price complete in place, per lump sum. Notes - (1) All bids shall include sales taxes and all other applicable taxes and fees	\$467,670.00		\$497,299.00		\$535,493.00			
			Total Add Alternate Items Price complete in place, per lump sum. Notes - (1) All bids shall include sales taxes and all other applicable taxes and fees	\$32,559.00		\$40,637.00		\$44,239.00			
			Total Base Bid + Add Alternate Items Price complete in place, per lump sum. Notes - (1) All bids shall include sales taxes and all other applicable taxes and fees	\$500,229.00		\$537,936.00		\$579,732.00			
			BID SECURITY	10% BID BOND		10% BID BOND		10% BID BOND			
Newberry Township reserves the right to add and/or deduct items of work to this Contract in accordance with the following lump sum prices, price complete in place per lump sum, and, the Bidder agrees to perform all the work described below in accordance with the Contract Documents for the following lump sum prices, price complete in place per lump sum:											
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST		
Base Bid											
#1-1	1	Lump Sum	Mobilization & General Conditions	\$22,050.00	\$22,050.00	\$69,892.00	\$69,892.00	\$28,987.00	\$28,987.00		
#1-2	1	Lump Sum	Temporary Bypass with UV Equipment	\$201,090.00	\$201,090.00	\$181,138.00	\$181,138.00	\$202,760.00	\$202,760.00		
#1-3	1	Lump Sum	UV Building Improvements	\$69,500.00	\$69,500.00	\$79,513.00	\$79,513.00	\$85,007.00	\$85,007.00		
#1-4	1	Lump Sum	UV Equipment & Piping	\$132,270.00	\$132,270.00	\$136,072.00	\$136,072.00	\$205,983.00	\$205,983.00		
#1-5	1	Lump Sum	Site Improvemented & Restoration	\$42,760.00	\$42,760.00	\$30,684.00	\$30,684.00	\$12,756.00	\$12,756.00		
Add Alternates											
#2-1	1	Linear Foot	Additional Sewer Line Replacement	\$709.00	\$709.00	\$325.00	\$325.00	\$13,275.00	\$13,275.00		
#2-2	1	Lump Sum	Permanent Belt Filter Press Water Line & Vault	\$31,850.00	\$31,850.00	\$40,312.00	\$40,312.00	\$30,964.00	\$30,964.00		
We Declare this to be a true Tabulation of Bids Received on August 14th, 2026 by Newberry Township for Contract No. 2026-01G, UV Upgrade											
PENNONI ASSOCIATES INC.  William J. Rudy, PE											

**Sales - Prepayment Invoice**

Newberry Township
York County
Aaron Schwartz
1915 Old Trail Rd
Etters, PA 17319

Invoice No. INV140589
Bill-to Customer No. C132081
Order No. SO129775
Document Date 08/12/2026

Due Date 09/11/2026

Sales Representative Justin Bull
Email JusBul@Kompan.com

Customer Ref. Signed SP168827

Project Name US295269 Terry Dolan Memorial Park

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
<u>PACostars 014-E22-281</u>						
<u>EQUIPMENT</u>						
PCM162-CUSTOM	Custom Inclusive Multiseesaw In-ground 60cm 20479375					
CRP200502-CUSTOM	Custom Wonder Trail In-ground 90cm 20479373					
KSW926-CUSTOM	Custom - Swing Frame , 6 Seat, 8 ft H In-ground 90cm 20479372					
PCM310632-CUSTOM	Custom Triple Tower with Wackle In-ground 90cm 20479370					
GXY960010-3717	Supernova - Night Sky Blue In-ground 90cm					
FREIGHT	Freight					
INSTALL SPECIAL	Installation of KOMPAN Equipment					
<u>SURFACING</u>						
US-EWF-CUSTOM	Supply EWF EWF and Filter Fabric					
INSTALL SURFACING	Installation of Surfacing - labor only					

Pricing is according to prevailing wages

Please read attached General Assumptions and
Exclusion document for information on
Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	Please allow 12 to 14 weeks for product delivery upon order placement.					
	Equipment is as per Terry Dolan Park Site Plan version K1.0 - dated 05/08/26					
PREPAYMENT	50% Deposit	1	Pieces	96,039.69		96,039.69
	Prepayment					
Total USD						96,039.69

Business Agreement Pennsylvania State Contract Orders
Payment Terms 50% Prepayment , 50% Net 30 days

Product Ship-to Address

Terry Dolan Memorial Park
Aaron Schwartz
900 Cly Rd
York Haven PA
York Haven, PA 17370
Ship-to Contact Phone 717-938-6992
Ship-to Contact E-mail aschwartz@newberrytwp.com

Sell-to Address

Newberry Township
York County
Aaron Schwartz
1915 Old Trail Rd
Etters, PA 17319

Installation Site Address

Terry Dolan Memorial Park
Aaron Schwartz
900 Cly Rd
York Haven PA
York Haven, PA 17370
Phone No. 717-938-6992
E-Mail aschwartz@newberrytwp.com

**NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2026-18

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY
TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AMENDING AND
REPLACING RESOLUTION NO. 2024-38 AND AUTHORIZING A
SUPERSEDING PAID FIRE DRIVER REIMBURSEMENT AGREEMENT
AND MEMORANDUM OF UNDERSTANDING WITH NEWBERRY
TOWNSHIP FIRE DEPARTMENT, STATION 31.**

WHEREAS, Newberry Township (the "Township") is a township of the second class governed by the Second Class Township Code; and

WHEREAS, the Board of Supervisors is charged with the general governance of the Township and the execution of legislative, executive, and administrative powers to secure the health, safety, and welfare of the citizens of the Township; and

WHEREAS, the Township is responsible for ensuring that fire and emergency medical services are provided within the Township by the means and to the extent determined by the Township, including appropriate financial and administrative assistance for those services; and

WHEREAS, the Board of Supervisors may appropriate monies to fire companies located in the Township for the operation and maintenance of fire companies, fire apparatus, fire company houses, and training in order to secure fire protection for the inhabitants of the Township; and

WHEREAS, the Board of Supervisors may levy and use lawful fire tax funds for authorized fire protection purposes, including appropriations to fire companies and, subject to applicable limitations, salaries, benefits, or other compensation of fire suppression employees of the Township or a fire company serving the Township; and

WHEREAS, the Board of Supervisors previously adopted Resolution No. 2024-38 to create a Professional Driver/Operator Program and to authorize a Memorandum of Understanding for the program; and

WHEREAS, the 2024 Professional Driver/Operator Program Memorandum of Understanding contemplated that Driver/Operators would be Township employees and would be administered as part-time Township employees under the prior program structure; and

WHEREAS, the Board of Supervisors now desires to revise the structure of the program so that paid fire drivers are employed solely by Newberry Township Fire Department, Station 31 (the "Fire Department"), and are no longer Township employees; and

WHEREAS, the Township desires to provide advance funding and reconciliation payments to the Fire Department for approved paid fire driver costs from the Fire Tax Fund,

including eligible wages at Nineteen Dollars (\$19.00) per hour, applicable employer payroll taxes and mandatory employer payroll costs, payroll service costs not to exceed One Hundred Twenty Dollars (\$120.00) per month, and reasonable documented payroll implementation and setup costs; and

WHEREAS, the Township has historically provided workers' compensation coverage and paid fire apparatus/vehicle insurance coverage for fire service purposes, including before creation of the paid fire driver program, and desires to continue those limited coverage arrangements separately from the advance-funding and reconciliation process; and

WHEREAS, the Board of Supervisors finds that continuing paid fire driver coverage through an advance-funding and reconciliation arrangement with the Fire Department serves a lawful fire protection purpose and promotes the health, safety, and welfare of Township residents.

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

Section 1. Resolution No. 2024-38 Amended and Replaced. Resolution No. 2024-38 is hereby amended, restated, and replaced to the extent it established, authorized, or contemplated direct Township employment of paid Driver/Operators. All resolutions or parts of resolutions inconsistent with this Resolution are repealed or superseded to the extent of the inconsistency.

Section 2. Superseding Agreement Authorized. The Board of Supervisors authorizes the Township to enter into the Superseding Paid Fire Driver Reimbursement Agreement and Memorandum of Understanding attached hereto as Exhibit A with Newberry Township Fire Department, Station 31. The agreement is intended to replace the prior Professional Driver/Operator Program Memorandum of Understanding as to the Township and the Fire Department upon execution, subject to any additional termination, consent, release, or acknowledgment required from another participating fire department or signatory.

Section 3. Fire Department Employment and Supervision of Paid Drivers. Effective upon execution of the agreement authorized by this Resolution and completion of the necessary transition steps, paid fire drivers covered by the program shall be employees solely of the Fire Department and shall not be Township employees, agents, borrowed servants, or representatives. The Fire Department shall be responsible for hiring, daily supervision, scheduling, staffing, assignment, evaluation, discipline, discharge, payroll, payroll tax withholding and reporting, unemployment compensation, training, and compliance with applicable employment and labor laws, except for the limited workers' compensation and fire apparatus/vehicle insurance arrangements expressly addressed herein. Neither the Township nor Stations 27 or 28 shall directly schedule, supervise, evaluate, discipline, discharge, or otherwise direct a paid-driver employee. Requests for staffing or coverage shall be communicated to the Fire Chief or designee. Lawful emergency incident-command authority after response is unaffected.

Section 4. Approved Duties. The primary role of each paid fire driver shall be driver/operator coverage and apparatus readiness. Paid fire drivers may also perform equipment inspection, equipment maintenance support, station and apparatus readiness

tasks, emergency response readiness, training, fire prevention support, public education support, and other fire-service duties assigned and supervised by the Fire Department, provided that those duties do not interfere with driver coverage. The Fire Department shall ensure that paid fire drivers meet all applicable training, licensing, certification, operational, driver-eligibility, and insurance requirements for the duties assigned.

Section 4A. Townshipwide Service and Station Coverage. The Township shall define the scope of services eligible for Township funding under the paid-driver program. As a condition of Township funding, the Fire Department shall make paid-driver services available for driver/operator coverage and other approved duties at Stations 27 and 28 based upon operational need. The Fire Department shall retain exclusive responsibility for supervising, scheduling, staffing, and assigning its employees. Stations 27 and 28 shall submit requests for paid-driver coverage or work through the Fire Chief or designee and shall not directly supervise, evaluate, discipline, discharge, or otherwise exercise employment authority over a paid-driver employee. The Fire Chief or designee shall coordinate such assignments in a manner that preserves driver coverage as the primary purpose of the program.

Section 5. Approved Schedule and Weekly Program Limit. The Fire Department may schedule the paid-driver program on weekdays or weekends based upon operational need. The Township shall provide funding for up to seventy (70) actual paid-driver hours per workweek across all paid drivers. Actual paid-driver hours may include regularly scheduled hours, incident response, holdovers, training, station duty, and other authorized paid-driver work, subject to the requirement that driver coverage remain the primary purpose of the program. The Fire Department shall utilize multiple part-time paid drivers as necessary so that no individual paid fire driver works more than thirty (30) hours per week under the program. The Fire Department may schedule hours above seventy (70) in a workweek at its own expense and shall be responsible for all wages, legally required wage premiums, and related mandatory employer payroll costs attributable to those excess hours, unless the Board of Supervisors approves the additional Township-funded hours or costs in advance and in writing. Unused hours may not be carried forward, banked, or used to increase the Township-funded limit in another workweek.

Section 6. Advance Funding and Reconciliation. Subject to annual appropriation, availability of lawful Fire Tax Fund monies, and submission of acceptable documentation, the Township shall provide monthly advance funding to the Fire Department based upon projected eligible program costs, followed by monthly reconciliation of the following approved costs:

- (a) eligible paid fire driver hours at a Township-funded wage rate of Nineteen Dollars (\$19.00) per hour, not to exceed seventy (70) total program hours per workweek across all paid drivers;
- (b) employer payroll taxes and other mandatory employer payroll costs directly attributable to the Township-funded wages;
- (c) actual payroll service costs incurred for administration of the paid fire driver payroll, not to exceed One Hundred Twenty Dollars (\$120.00) per month; and
- (d) reasonable and documented initial payroll implementation and setup costs.

The Fire Department shall notify the Township in writing before any increase in payroll administration or related program costs. No amount above the limits approved by this Resolution shall be Township-funded unless approved in advance by the Board of Supervisors.

Section 7. Dedicated Account and Use of Funds. The Fire Department shall maintain a separate checking account in its legal name for the Paid Fire Driver Program. Township advances and any Fire Department contributions for paid-driver expenses shall be deposited into that account, and disbursements shall be limited to authorized paid-driver wages, payroll taxes, mandatory employer payroll costs, payroll service costs, and other program expenses approved by the Board of Supervisors. Funds allocated for a workweek but not used for approved costs may not be banked, carried forward, or used for another purpose and shall be credited against a future Township advance or returned to the Township through the monthly reconciliation process.

Section 8. Workers' Compensation and Fire Apparatus/Vehicle Coverage. The Township has historically paid workers' compensation coverage and fire apparatus/vehicle insurance coverage for fire service purposes, including before creation of the paid fire driver program. Those limited coverage arrangements shall continue separately from the advance-funding and reconciliation process unless otherwise modified by the Board of Supervisors. The Fire Department shall cooperate with the Township and its insurance carriers regarding driver eligibility, enrollment, classification, incident reporting, claims handling, and other coverage requirements. Township-paid coverage is limited to workers' compensation and fire apparatus/vehicle insurance and does not include health, dental, vision, life, or disability insurance; pension benefits; paid leave; fringe benefits; or any other employee benefit for paid fire drivers.

Section 9. Non-Funded Costs. Unless approved in advance by the Board of Supervisors, the Township shall not fund bonuses, stipends, paid leave, holiday premiums, health insurance, pension benefits, fringe benefits, penalties, interest, late fees, administrative overhead other than the approved payroll service and setup costs, or costs unrelated to the paid fire driver services described herein. Hours above seventy (70) in a workweek, legally required wage premiums, and related employer payroll costs attributable to those excess hours are the responsibility of the Fire Department unless the Board of Supervisors approves Township funding in advance and in writing.

Section 10. Monthly Documentation and Review. The Fire Department shall provide a monthly reconciliation with supporting documentation sufficient for the Township to verify dates and hours worked by each paid driver, the station or location at which the paid-driver duties were performed, total weekly Township-funded hours, any Fire Department-funded hours above seventy (70), wage rates, gross wages, employer payroll taxes and mandatory employer payroll costs, payroll service and setup costs, all deposits and disbursements from the dedicated account, beginning and ending account balances, and any amount to be credited or returned. Supporting records shall include timesheets, payroll reports, payroll-tax summaries, payroll-provider invoices, and a monthly bank statement provided to the Township Comptroller. The documentation shall demonstrate that no more than seventy (70) total hours per workweek were Township-funded, no individual paid fire driver exceeded thirty (30) hours per week under the program, and unused weekly funds were not banked or

used for another purpose. The Township may withhold or deny funding for incomplete documentation or costs outside the approved scope.

Section 11. Prior MOU and Transition Authority. The Township Manager, Township Comptroller, Township Solicitor, Chairman of the Board of Supervisors, and other proper Township officials are authorized to take all actions necessary to transition from the prior Township-employed Driver/Operator Program to the Fire Department-employed paid fire driver advance-funding and reconciliation model, including providing or obtaining any required notice, termination, amendment, release, or acknowledgment related to the prior Memorandum of Understanding.

Section 12. Effective Date; Program Transition Date; Renewal and Termination. This Resolution shall become effective immediately upon adoption by the Board of Supervisors. The transition of the Paid Fire Driver Program from Township employment to Fire Department employment shall occur on a Program Transition Date designated in writing by the Township Manager after confirmation that the Fire Department has completed the necessary payroll, employment, workers' compensation, fire apparatus/vehicle insurance, scheduling, banking, and administrative requirements. The Program Transition Date shall be no later than October 1, 2026, unless extended by action of the Board of Supervisors. Township funding obligations under the revised program shall begin only as of the Program Transition Date and shall not apply retroactively unless expressly approved by the Board of Supervisors. Until the Program Transition Date, the existing Driver/Operator Program structure shall remain in effect unless otherwise directed by the Board of Supervisors. The superseding agreement shall remain in effect through December 31, 2026, and shall automatically renew for successive one-year terms unless either party provides at least ninety (90) days' written notice of non-renewal. Either party may terminate the agreement during a term upon at least ninety (90) days' written notice. Every renewal and all Township funding obligations remain subject to annual budget approval, appropriation of funds, and the lawful availability of Fire Tax Fund monies.

Section 13. Severability. If any provision of this Resolution is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

RESOLVED this ____ day of _____, 2026.

ATTEST:

NEWBERRY TOWNSHIP
BOARD OF SUPERVISORS

Aaron Schwartz, Secretary

Mario Eckert, Chairman

(SEAL)

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 which was duly adopted by _____ to _____ affirmative vote of the members of the Board of Supervisors at an open public meeting held after notice required by law on _____, 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

(SEAL)

SUPERSEDING PAID FIRE DRIVER REIMBURSEMENT AGREEMENT AND MEMORANDUM OF UNDERSTANDING

THIS SUPERSEDING PAID FIRE DRIVER REIMBURSEMENT AGREEMENT AND MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into this ____ day of _____, 2026, by and between NEWBERRY TOWNSHIP, YORK COUNTY, PENNSYLVANIA ("Township"), and NEWBERRY TOWNSHIP FIRE DEPARTMENT, STATION 31 ("Fire Department"). The Township and Fire Department may be referred to individually as a "Party" and collectively as the "Parties".

1. Purpose. The purpose of this Agreement is to establish the terms under which the Township will provide advance funding and reconciliation payments to the Fire Department for approved paid fire driver services that support fire protection, apparatus readiness, emergency response readiness, and related fire-service functions serving Newberry Township.

2. Supersession of Prior MOU. This Agreement is intended to supersede and replace the prior Professional Driver/Operator Program Memorandum of Understanding authorized by Resolution No. 2024-38 as between the Township and the Fire Department. If the prior MOU requires consent, acknowledgment, release, termination notice, or other action from any other participating fire department or signatory, the Parties shall cooperate in obtaining that documentation or providing the necessary notice. Until any required transition step is completed, the Parties shall administer the program in a manner consistent with the intent of this Agreement to the greatest extent legally permitted.

3. Fire Department Employment and Supervision of Paid Drivers. Effective upon execution of this Agreement and completion of the necessary transition steps, paid fire drivers covered by the program shall be employees solely of the Fire Department and shall not be Township employees, agents, borrowed servants, or representatives. The Fire Department shall be responsible for hiring, daily supervision, scheduling, staffing, assignment, evaluation, discipline, discharge, payroll, payroll tax withholding and reporting, unemployment compensation, training, and compliance with applicable employment and labor laws, except for the limited workers' compensation and fire apparatus/vehicle insurance arrangements expressly addressed herein. Neither the Township nor Stations 27 or 28 shall directly schedule, supervise, evaluate, discipline, discharge, or otherwise direct a paid-driver employee. Requests for staffing or coverage shall be communicated to the Fire Chief or designee. Lawful emergency incident-command authority after response is unaffected.

4. Approved Duties. The primary role of each paid fire driver shall be driver/operator coverage and apparatus readiness. Paid fire drivers may also perform equipment inspection, equipment maintenance support, station and apparatus readiness tasks, emergency response readiness, training, fire prevention support, public education support, and other fire-service duties assigned and supervised by the Fire Department, provided that those duties do not

interfere with driver coverage. The Fire Department shall ensure that paid fire drivers meet all applicable training, licensing, certification, operational, driver-eligibility, and insurance requirements for the duties assigned.

5. Townshipwide Service and Station Coverage. The Township shall define the scope of services eligible for Township funding under the paid-driver program. As a condition of Township funding, the Fire Department shall make paid-driver services available for driver/operator coverage and other approved duties at Stations 27 and 28 based upon operational need. The Fire Department shall retain exclusive responsibility for supervising, scheduling, staffing, and assigning its employees. Stations 27 and 28 shall submit requests for paid-driver coverage or work through the Fire Chief or designee and shall not directly supervise, evaluate, discipline, discharge, or otherwise exercise employment authority over a paid-driver employee. The Fire Chief or designee shall coordinate such assignments in a manner that preserves driver coverage as the primary purpose of the program.

6. Approved Schedule and Weekly Program Limit. The Fire Department may schedule the paid-driver program on weekdays or weekends based upon operational need. The Township shall provide funding for up to seventy (70) actual paid-driver hours per workweek across all paid drivers. Actual paid-driver hours may include regularly scheduled hours, incident response, holdovers, training, station duty, and other authorized paid-driver work, subject to the requirement that driver coverage remain the primary purpose of the program. The Fire Department shall utilize multiple part-time paid drivers as necessary so that no individual paid fire driver works more than thirty (30) hours per week under the program. The Fire Department may schedule hours above seventy (70) in a workweek at its own expense and shall be responsible for all wages, legally required wage premiums, and related mandatory employer payroll costs attributable to those excess hours, unless the Board of Supervisors approves the additional Township-funded hours or costs in advance and in writing. Unused hours may not be carried forward, banked, or used to increase the Township-funded limit in another workweek.

7. Advance Funding and Reconciliation. Subject to annual appropriation, availability of lawful Fire Tax Fund monies, and submission of acceptable documentation, the Township shall provide monthly advance funding to the Fire Department based upon projected eligible program costs, followed by monthly reconciliation of the following approved costs:

- (a) eligible paid fire driver hours at a Township-funded wage rate of Nineteen Dollars (\$19.00) per hour, not to exceed seventy (70) total program hours per workweek across all paid drivers;
- (b) employer payroll taxes and other mandatory employer payroll costs directly attributable to the Township-funded wages;
- (c) actual payroll service costs incurred for administration of the paid fire driver payroll, not to exceed One Hundred Twenty Dollars (\$120.00) per month; and
- (d) reasonable and documented initial payroll implementation and setup costs.

The Fire Department shall notify the Township in writing before any increase in payroll administration or related program costs. No amount above the limits approved by Resolution No. 2026-18 shall be Township-funded unless approved in advance by the Board of Supervisors.

8. Dedicated Account and Use of Funds. The Fire Department shall maintain a separate checking account in its legal name for the Paid Fire Driver Program. Township advances and any Fire Department contributions for paid-driver expenses shall be deposited into that account, and disbursements shall be limited to authorized paid-driver wages, payroll taxes, mandatory employer payroll costs, payroll service costs, and other program expenses approved by the Board of Supervisors. Funds allocated for a workweek but not used for approved costs may not be banked, carried forward, or used for another purpose and shall be credited against a future Township advance or returned to the Township through the monthly reconciliation process.

9. Workers' Compensation. The Township has historically paid workers' compensation coverage for fire service purposes, including before creation of the paid fire driver program. That limited coverage arrangement shall continue separately from the advance-funding and reconciliation process unless otherwise modified by the Board of Supervisors. The Fire Department shall cooperate with the Township, the Township's insurance carrier, and any claims administrator regarding driver eligibility, enrollment, classification, incident reporting, claims handling, return-to-work documentation, and other workers' compensation requirements. The Parties acknowledge that this workers' compensation funding arrangement is not intended to create a Township employment relationship with the paid fire drivers.

10. Non-Funded Costs. Unless approved in advance by the Board of Supervisors, the Township shall not fund bonuses, stipends, paid leave, holiday premiums, health insurance, pension benefits, fringe benefits, penalties, interest, late fees, administrative overhead other than the approved payroll service and setup costs, or costs unrelated to the paid fire driver services described herein. Hours above seventy (70) in a workweek, legally required wage premiums, and related employer payroll costs attributable to those excess hours are the responsibility of the Fire Department unless the Board of Supervisors approves Township funding in advance and in writing.

11. Monthly Documentation and Review. The Fire Department shall provide a monthly reconciliation with supporting documentation sufficient for the Township to verify dates and hours worked by each paid driver, the station or location at which the paid-driver duties were performed, total weekly Township-funded hours, any Fire Department-funded hours above seventy (70), wage rates, gross wages, employer payroll taxes and mandatory employer payroll costs, payroll service and setup costs, all deposits and disbursements from the dedicated account, beginning and ending account balances, and any amount to be credited or returned. Supporting records shall include timesheets, payroll reports, payroll-tax summaries, payroll-provider invoices, and a monthly bank statement provided to the

Township Comptroller. The documentation shall demonstrate that no more than seventy (70) total hours per workweek were Township-funded, no individual paid fire driver exceeded thirty (30) hours per week under the program, and unused weekly funds were not banked or used for another purpose. The Township may withhold or deny funding for incomplete documentation or costs outside the approved scope.

12. Records and Audit. The Fire Department shall maintain complete and accurate records documenting all Township advances, reconciliations, credits, returns, and Fire Department-funded program costs and shall make such records available to the Township upon reasonable request. The Fire Department shall provide any itemized expenditure reporting required by applicable law.

13. Fire Apparatus/Vehicle Insurance Coverage. The Township has historically paid fire apparatus/vehicle insurance coverage for fire service purposes, including before creation of the paid fire driver program. That limited coverage arrangement shall continue separately from the advance-funding and reconciliation process unless otherwise modified by the Board of Supervisors. Paid fire drivers shall not operate fire apparatus unless covered by applicable fire apparatus/vehicle insurance policies and approved as drivers under applicable coverage requirements. The Fire Department shall provide driver information, licensure, training records, and other documentation required by the Township or the Township's insurance carrier to confirm driver eligibility and coverage. Nothing in this section shall require the Township to provide coverage that is denied, excluded, or not approved by the applicable insurance carrier. The Parties acknowledge that this coverage arrangement is not intended to create a Township employment relationship or to provide health, dental, vision, life, or disability insurance; pension benefits; paid leave; fringe benefits; or any other employee benefit for paid fire drivers.

14. Fire Department Supervision and Township Funding Oversight. Operational command, daily supervision, scheduling, staffing, assignment, evaluation, discipline, discharge, and other employment decisions remain exclusively with the Fire Department. The Township may define the funded program scope, request service or coverage through the Fire Chief or designee, review documentation and expense eligibility, audit the use of public funds, and enforce applicable insurance requirements. The Township and other fire departments shall not directly control individual paid-driver employees. Nothing in this section limits lawful emergency incident-command authority after response.

15. Incident Reporting and Injury Reporting. The Fire Department shall promptly report to the Township any injury, accident, apparatus damage, claim, or incident involving a paid fire driver that could reasonably affect workers' compensation coverage, fire apparatus/vehicle insurance coverage, Township funding, public safety, or the administration of this Agreement.

16. Funding Source and Non-Appropriation. Township advance funding and reconciliation payments shall be payable only from budgeted and lawfully available Fire Tax Fund monies or other lawful funds authorized by the Board of Supervisors. The

Township shall have no obligation to fund costs that exceed appropriated or available funds or that are not authorized by this Agreement or Resolution No. 2026-18.

17. Term; Automatic Renewal; Non-Renewal; Termination. This Agreement shall begin on the Program Transition Date established under Resolution No. 2026-18 and shall remain in effect through December 31, 2026. Thereafter, this Agreement shall automatically renew for successive one-year terms beginning January 1 and ending December 31 of each year unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the expiration of the then-current term.

The Program Transition Date shall be designated in writing by the Township Manager after confirmation that the Fire Department has completed the necessary payroll, employment, workers' compensation, fire apparatus/vehicle insurance, scheduling, banking, and administrative requirements. The Program Transition Date shall be no later than October 1, 2026, unless extended by action of the Board of Supervisors. Township funding obligations under the revised program shall begin only as of the Program Transition Date and shall not apply retroactively unless expressly approved by the Board of Supervisors.

Every renewal and all Township funding obligations under this Agreement remain subject to annual budget approval, appropriation of funds, and the lawful availability of Fire Tax Fund monies. Nothing in this Agreement shall require the Township to expend funds that have not been budgeted or appropriated by the Board of Supervisors.

Either Party may terminate this Agreement during any term upon at least ninety (90) days' written notice to the other Party. The Township may suspend or withhold funding for incomplete documentation, non-compliance with this Agreement, costs outside the approved funding limits, lack of available appropriated funds, or failure to satisfy required workers' compensation, fire apparatus/vehicle insurance, payroll, employment, or driver-eligibility requirements. Termination shall not affect the Fire Department's obligation to provide documentation and complete reconciliation for program costs incurred before termination.

18. Indemnification. To the extent permitted by law, the Fire Department shall be responsible for claims, liabilities, penalties, damages, or costs arising from its employment, supervision, payroll, tax, employee-benefit, insurance obligations not expressly paid or continued by the Township under this Agreement, or legal obligations related to the paid fire drivers, except for workers' compensation and fire apparatus/vehicle insurance matters expressly covered through the Township-paid arrangements described in this Agreement.

19. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only. Nothing in this Agreement creates rights in any third party or makes any third party a beneficiary of this Agreement.

20. Amendments. This Agreement may be amended only by written agreement approved by the Township and the Fire Department. No verbal modification shall be effective.

21. Entire Agreement. This Agreement represents the Parties' understanding regarding the paid fire driver advance-funding and reconciliation arrangement and supersedes prior inconsistent understandings between the Township and the Fire Department regarding the

paid fire driver program, subject to any additional termination, consent, release, or acknowledgment required under the prior MOU.

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

NEWBERRY TOWNSHIP

**NEWBERRY TOWNSHIP FIRE
DEPARTMENT, STATION 31**

By: _____
Name: Mario Eckert
Title: Chairman, Board of Supervisors
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Aaron Schwartz, Township Secretary

Attest: _____

**TERMINATION OR SUPERSESSION OF PRIOR 2024 DRIVER/OPERATOR
PROGRAM MOU**

The undersigned prior participating fire departments acknowledge that the prior Professional Driver/Operator Program Memorandum of Understanding authorized by Resolution No. 2024-38 is terminated, superseded, or no longer applicable to the revised paid fire driver advance-funding and reconciliation arrangement between Newberry Township and Newberry Township Fire Department, Station 31, effective as of the Program Transition Date designated in writing by the Township Manager, which shall be no later than October 1, 2026, unless extended by action of the Board of Supervisors.

**NEWBERRY TOWNSHIP FIRE
DEPARTMENT, STATION 31**

By: _____
Name: _____
Title: _____
Date: _____

GOLDSBORO FIRE DEPARTMENT

By: _____
Name: _____
Title: _____
Date: _____

SUSQUEHANNA FIRE CO. #1

By: _____
Name: _____
Title: _____
Date: _____

**NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2026-19A

**A RESOLUTION AMENDING RESOLUTION NO. 2026-19 TO CORRECT THE LEGAL NAME OF
THE ENTITY RECEIVING THE TOWNSHIP-OWNED 2014 FORD EXPLORER AND APPROVING
A CORRECTED VEHICLE TRANSFER AGREEMENT AND BILL OF SALE**

WHEREAS, the Newberry Township Board of Supervisors previously adopted Resolution No. 2026-19 authorizing the transfer of the Township-owned 2014 Ford Explorer identified therein (the "Vehicle"); and

WHEREAS, Resolution No. 2026-19 identified the transferee as Newberry Township Fire Company, Station 31; and

WHEREAS, the correct legal entity intended to receive title to the Vehicle is NEWBERRY TOWNSHIP FIRE DEPARTMENT FIREMAN'S RELIEF ASSOCIATION (the "Relief Association"); and

WHEREAS, the Vehicle is intended to continue serving official fire-protection, paid fire driver, emergency-response, administrative, training, and other public-safety purposes benefiting Newberry Township; and

WHEREAS, the Board desires to amend Resolution No. 2026-19 to correct the legal name of the transferee, approve a corrected Vehicle Transfer Agreement and Bill of Sale, and otherwise leave Resolution No. 2026-19 in effect except as expressly amended herein.

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

Section 1. Correction of Transferee. Resolution No. 2026-19 is hereby amended so that every reference to "Newberry Township Fire Company, Station 31" or the "Fire Company" as the transferee, recipient, owner, or party to the Vehicle transfer shall mean and be replaced by NEWBERRY TOWNSHIP FIRE DEPARTMENT FIREMAN'S RELIEF ASSOCIATION or the "Relief Association," as applicable.

Section 2. Statutory Compliance. The recital in Resolution No. 2026-19 concerning bidding and advertising requirements applicable to a transfer to a volunteer fire company is deleted. The transfer authorized by Resolution No. 2026-19, as amended by this Resolution, shall be completed in accordance with all applicable requirements of the Second Class Township Code and other applicable law.

Section 3. Corrected Transfer Agreement Approved. The corrected Vehicle Transfer Agreement and Bill of Sale between Newberry Township and the Relief Association, in substantially the form presented to the Board, is hereby approved. The Chairman of the Board of Supervisors, Township Secretary, Township Manager, and other appropriate Township officials are authorized to execute the

corrected agreement, assign the certificate of title, sign any PennDOT or related documents, and take all actions reasonably necessary to complete the transfer.

Section 4. Ratification. Except as expressly amended by this Resolution, all provisions of Resolution No. 2026-19 are ratified, confirmed, and shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

RESOLVED this ____ day of _____, 2026.

ATTEST:

**NEWBERRY TOWNSHIP BOARD OF
SUPERVISORS**

Aaron Schwartz, Township Secretary
(SEAL)

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 which was duly adopted by _____ to _____ affirmative vote of the members of the Board of Supervisors at an open public meeting held after notice required by law on _____, 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

(SEAL)



CONTRACT CHANGE ORDER

Contract No. 2025-01

Date 08/18/2026

Change Order No. 1

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	Sipe Road Scratch & leveling		\$43,771.20
2	Asphalt Escalation		\$6,648.49
3	Hill Drive Wearing Course	\$17,837.40	
	Change in contract price due to this Change Order:		\$50,419.69
	Total decrease	\$17,837.40	
	Total increase		\$50,419.69
	Difference between Col. (3) and (4)		\$32,582.29
	Net (increase/decrease) contract price		\$32,582.29

The sum of \$32,582.29 is hereby ☒ added to, ☐ deducted from, the total contract price and the total adjusted contract price to date thereby \$402,040.84.

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 _____ DATE 08/18/2026

Approved by: _____
OWNER _____ DATE _____

REQUEST AND JUSTIFICATION OF CHANGE

Project No.: NBTWP00332

Contract No.: 2026-01

Change Order No.: 1

NECESSITY FOR CHANGE:

Sipe Road Scratch & Leveling - Contractor provided 9.5mm scratch & leveling on Sipe Road to provide better drainage and roadway slopes.

Asphalt Escalation – Due to the increase in the cost of asphalt cement. Asphalt Cement Price at Bid = \$614 per liquid ton. Asphalt cement price during construction = \$784 per liquid ton.

Hill Drive Wearing Course – Due to the anticipated sewer replacement on Hill Drive, the wearing course was removed from the 2026 Road Program scope of work. Once the sewer work is completed the road shall be final paved as a part of a separate contract.



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

CERTIFICATE FOR PAYMENT

Date of Issuance: 08/18/2026 Project No.: NBTWP00332 Contract No.: 2025-01
Project: 2026 Road Program Certificate No.: 1
Contractor: Pennsy Supply, Inc.
Address: PO BOX 3331, Harrisburg PA 17105
For Period:
From: 04/06/2026
To: 08/16/2026
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:

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.

ORIGINAL CONTRACT SUM	\$369,458.55
Change Orders	
Total Additions	\$50,419.69
Sub Total	\$419,878.24
Total Deductions	\$17,837.40
TOTAL CONTRACT TO DATE	\$402,040.84
Balance to Finish	\$71,224.32
TOTAL COMPLETED TO DATE	\$367,573.91
Materials Stored	\$0.00
Total Completed & Stored	\$367,573.91
Less 10% Retainage	\$36,757.39
Total Earned Less Retainage	\$330,816.52
Less Previous Payments	\$0.00
THIS CERTIFICATE	\$330,816.52

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: 08/18/2026
BY: William J Rudy, P.E.
OWNER'S ACCEPTANCE
OWNER: Newberry Township Board of Supervisors DATE: _____
BY: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 9038918

Page 1 of 2

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

Project: 126206 NEWBERRY TOWNSHIP

Application No.: 1
Customer No.: 157020
Period To: 08/16/2026

Distribution to:
Owner
Architect
Contractor

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

Via Architect:

Project Nos: 126206

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 \$32,582.29
3. Contract Sum To Date \$402,040.84
4. Total Completed and Stored To Date \$367,573.91

5. Retainage:

a. 10.00% of Completed Work \$36,757.39
b. 0.00% of Stored Material \$0.00

Total Retainage \$36,757.39

6. Total Earned Less Retainage \$330,816.52

7. Less Previous Certificates For Payments \$0.00

8. Current Payment Due \$330,816.52

Sales Tax (0.0000 % on 367,573.91) \$0.00

Current Payment Due Plus Sales Tax \$330,816.52

9. Balance To Finish, Including Retainage \$71,224.32

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$50,419.69	\$17,837.40
TOTALS	\$50,419.69	\$17,837.40
Net Changes By Change Order	\$32,582.29	

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: _____

State of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

County of:

day of

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 \$330,816.52

(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.

Invoice #:

9038918

Contract: 126206 NEWBERRY TOWNSHIP

Application No.: 1

Application Date: 08/16/2026

To:

Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
10	MOBILIZATION	17,335.00	0.00		17,335.00	0.00	17,335.00	0.00	
20	12" FDR	47,045.60	0.00		44,905.50	0.00	44,905.50	2,140.10	
30	CEMENT	55,836.00	0.00		59,908.64	0.00	59,908.64	-4,072.64	
40	GUIDERAIL	26,460.00	0.00		0.00	0.00	0.00	26,460.00	
50	GUIDERAIL END TREATMENT TURNDC	6,096.00	0.00		0.00	0.00	0.00	6,096.00	
60	3" 19 MM BASE SRL-L 0.3<3 M ESALS	142,004.00	0.00		142,004.00	0.00	142,004.00	0.00	
70	4" DOUBLE YELLOW	1,660.50	0.00		0.00	0.00	0.00	1,660.50	
80	4" SINGLE WHITE	1,660.50	0.00		0.00	0.00	0.00	1,660.50	
90	MOBILIZATION	2,375.00	0.00		2,375.00	0.00	2,375.00	0.00	
100	12" FDR	12,001.20	0.00		12,199.12	0.00	12,199.12	-197.92	
110	CEMENT	14,960.00	0.00		12,532.96	0.00	12,532.96	2,427.04	
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	
130	2.5" 19 MM BASE SRL-M 0.3<3 L ESALS	24,187.35	0.00		25,894.00	0.00	25,894.00	-1,706.65	
140	9.5MM SCRATCH	43,771.20	0.00		43,771.20	0.00	43,771.20	0.00	
150	Asphalt Escalation	6,648.49	0.00		6,648.49	0.00	6,648.49	0.00	
9999	MISCELLANEOUS COST TYPES	0.00	0.00		0.00	0.00	0.00	0.00	
Grand Totals		402,040.84	0.00		367,573.91	0.00	367,573.91	34,466.93	36,757.39

NEWBERRY TOWNSHIP

RESOLUTION NO. 2026-21

**A RESOLUTION ACCEPTING THE OFFER OF
DEDICATION FOR BENTLEY COURT, MADISON DRIVE,
AND THOROUGHbred DRIVE IN THE LEXINGTON
ESTATES DEVELOPMENT**

WHEREAS, Newberry Township (“*Township*”) is a Second Class township, governed by the Second Class Township Code, 53 P.S. § 65101 *et seq.*, which at Sections 2304 and 2316, 53 P.S. §§ 67304 and 67316, authorizes the Township to open and adopt streets as public streets; and

WHEREAS, the “Final Subdivision Plan for Lexington Estates — Phase VI” was recorded on May 16, 2023, in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Record Book 2780, Page 1434; and

WHEREAS, Exceptional Homes, Inc., formerly known as AAA Quality Builders, Inc. (“*Developer*”), has constructed Bentley Court, Madison Drive and Thoroughbred Drive in accordance with said Plan and applicable Township specifications; and

WHEREAS, the Township Engineer has inspected said streets and has certified their completion in accordance with Township specifications; and

WHEREAS, the Developer has posted the maintenance security required by Section 509(k) of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10509(k), and has delivered as-built plans and evidence of clear title to the dedicated right-of-way; and

WHEREAS, the Developer has tendered a deed of dedication offering said streets to the Township, and the Township desires to accept the same, after which the streets shall become part of the Township's public road system.

WHEREAS, the Township now desires to accept the deed of dedication and to accept dedication of the streets, which will thereafter be part of the Township's public road system.

NOW, THEREFORE, BE IT RESOLVED that the Township accepts by gift for public use the offer of dedication of the streets as more fully described and depicted in the deed of dedication attached hereto as Exhibit A.

RESOLVED, FURTHER, the proper officers of the Township are authorized and directed to record the deed of dedication in the Recorder of Deeds Office for York County, Pennsylvania.

RESOLVED, FURTHER, the proper officers of the Township are directed to record this resolution on the Road Docket of the York County Clerk of Courts Office.

RESOLVED this ____ day of _____, 2026.

ATTEST:

**NEWBERRY TOWNSHIP
BOARD OF SUPERVISORS**

Aaron Schwartz, Secretary

By: _____
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 which was duly adopted by _____ to _____ affirmative vote of the members of the Board of Supervisors at an open public meeting held after notice required by law on _____, 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

(SEAL)

EXHIBIT A

DEED OF DEDICATION

This Deed of Dedication is made this ____ day of _____, 2026,

BETWEEN

EXCEPTIONAL HOMES, INC., formerly known as AAA Quality Builders, Inc, a
Pennsylvania corporation ("Grantor")

AND

NEWBERRY TOWNSHIP, a municipal township of the second class of York County,
Pennsylvania, organized and existing under the laws of the Commonwealth of Pennsylvania, with
its principal office located at 1915 Old Trail Road, Etters, Pennsylvania ("Grantee")

WITNESSETH

That in consideration of the public welfare and intending to be legally bound and in further
consideration of One and 00/100 Dollar (\$1.00) in hand paid, the receipt whereof is hereby
acknowledged, the said Grantor does hereby grant and convey to the Grantee, its successors and
assigns, for public purposes forever:

**LEGAL DESCRIPTION
of Bentley Court
Phase VI, Lexington Estates**

Beginning at a point, said point being the intersection of the western right of way line of Bentley
Court (50 foot wide dedicated right of way) and the northern right of way line of Thoroughbred
Drive (50 foot wide dedicated right of way), thence along the western right of way line of Bentley
Court and along Lot 13 on a curve to the left, said curve having a radius of 11.00 feet, with an arc
length of 17.28 feet, a chord bearing of North 81 degrees 00 minutes 40 seconds East and a chord
distance of 15.56 feet to a point; thence, continuing along said western right of way line and along
Lot 13, North 36 degrees 00 minutes 40 seconds East a distance of 101.58 feet to a point; thence
continuing along said western becoming the northern right of way line and along Lots 14, 15, and
16 on a curve to the right, said curve having a radius of 175.00 feet, with an arc length of 186.75

feet, a chord bearing of North 66 degrees 34 minutes 55 seconds East and a chord distance of 178.01 feet to a point; thence, along said northern right of way line passing along Lots 16, 17, 18, and 19, South 82 degrees 50 minutes 50 seconds East a distance of 259.61 feet to a point, thence, along said northern right of way becoming the southern right of way line and along Lots 19, 20, 21, and 22, on a curve to the right, said curve having a radius of 50.00 feet, with an arc length of 218.55 feet, a chord bearing of South 42 degrees 25 minutes 2 seconds West and a chord distance of 81.65 feet to a point, said point located on Lot 22; thence, continuing along said southern right of way line and along Lots 22 and 23 on a curve to the left, said curve having a radius of 25.00 feet, with an arc length of 30.77 feet, a chord bearing of North 47 degrees 34 minutes 58 seconds West and a chord distance of 28.87 feet to a point; thence, continuing same southern right of way line and along Lots 23, 24, and 25, North 82 degrees 50 minutes 50 seconds West a distance of 188.90 feet to a point; thence continuing along said southern right of way line becoming the eastern right of way line and along Lots 25 and 26 on a curve to the left, said curve having a radius of 125.00 feet, with an arc length of 133.39 feet, a chord bearing of South 66 degrees 34 minutes 55 seconds West and a chord distance of 127.15 feet to a point; thence, continuing along said eastern right of way line and Lot 26, South 36 degrees 00 minutes 40 seconds West a distance of 101.58 feet to a point located along Lot 26; thence continuing along said eastern right of way line and along Lot 26 on a curve to the left, said curve having a radius of 11.00 feet, with an arc length of 17.28 feet, a chord bearing of South 8 degrees 59 minutes 20 seconds East and a chord distance of 15.56 feet to a point, said point being the intersection of the eastern right of way line of Bentley Court and northern right of way line of Champions Drive; thence, crossing Bentley Court in a northwesterly direction along said northern right of way of Champions Drive, North 53 degrees 59 minutes 20 seconds West a distance of 72.00 feet to a point, said point being the place of *beginning*.

Said right of way contains an area of 32,625.21 square feet or 0.7490 acres.

LEGAL DESCRIPTION
of a portion of Madison Drive
Phase VI, Lexington Estates

Beginning at a point, said point being the intersection of the northern right of way line of Madison Drive (50 foot wide dedicated right of way) and the eastern right of way line of Thoroughbred

Drive (50 foot wide dedicated right of way); thence continuing along the northern right of way line of Madison Drive and along Lot 92 on a curve to the left, said curve having a radius of 11.00 feet, with an arc length of 17.28 feet, a chord bearing of South 73 degrees 36 minutes 34 seconds East and a chord distance of 15.56 feet to a point; thence, continuing along said northern right of way line and Lot 92, North 61 degrees 23 minutes 26 seconds East a distance of 15.68 feet to a point; thence continuing along said northern right of way line and Lot 92 on a curve to the left, said curve having a radius of 125.00 feet, with an arc length of 23.13 feet, a chord bearing of North 56 degrees 5 minutes 19 seconds East and a chord distance of 23.10 feet to a point; thence, along said northern right of way line and passing along Lots 92 and 91, North 50 degrees 47 minutes 13 seconds East a distance of 149.89 feet to a point, thence, along said western right of way and Lot 90, on a curve to the right, said curve having a radius of 275.00 feet, with an arc length of 19.86 feet, a chord bearing of North 52 degrees 51 minutes 22 seconds East and a chord distance of 19.86 feet to a point; thence, along said northern right of way line and along Lots 90 and 89, and 88, North 54 degrees 35 minutes 32 seconds East a distance of 275.45 feet to a point; thence, continuing along said northern right of way line becoming the western right of way line and Lot 87, on a curve to the left, said curve having a radius of 125.00 feet, with an arc length of 133.06 feet, a chord bearing of North 24 degrees 25 minutes 51 seconds East and a chord distance of 126.86 feet to a point; thence continuing along said western right of way line and Lots 87 and 86, North 6 degrees 3 minutes 49 seconds West a distance of 150.11 feet to a point; thence, continuing along said western right of way line, on a curve to the left, said curve having a radius of 11.00 feet, with an arc length of 18.14 feet, a chord bearing of North 53 degrees 17 minutes 48 seconds West and a chord distance of 16.15 feet to a point, said point being the intersection of the western right of way line of Madison Drive and the southern right of way line of Thoroughbred Drive; thence, crossing Madison Drive along the southern right of way line of Thoroughbred Drive on a curve to the right, said curve having a radius of 475.00 feet, with an arc length of 73.78 feet, a chord bearing of North 83 degrees 55 minutes 12 seconds East and a chord distance of 73.71 feet to a point located on Lot 112 and being the intersection of the eastern right of way line of Madison Drive and the southern right of way line of Thoroughbred Drive; thence along the eastern right of way line of Madison Drive on a curve to the left, said curve having a radius of 11.00 feet, with an arc length of 18.14 feet, a chord bearing of South 41 degrees 9 minutes 11 seconds West and a chord distance of 16.15 feet to a point; thence, continuing along said eastern right of way line and along Lots 112 and 111, South 6

degrees 3 minutes 49 seconds East and a distance of 150.11 feet to a point; thence continuing along said eastern right of way becoming the southern right of way line and Lots 111, 110 and 109, on a curve to the right, said curve having a radius of 175.00 feet, with an arc length of 186.28 feet, a chord bearing of South 24 degrees 25 minutes 51 seconds West and a chord distance of 177.61 feet to a point; thence, continuing said southern right of way line and Lots 109, 108, and 107, South 54 degrees 35 minutes 32 seconds West a distance of 275.45 feet to a point; thence, continuing said southern right of way and along Lots 107 and 106, on a curve to the left, said curve having a radius of 225.00 feet, with an arc length of 16.25 feet, a chord bearing of South 52 degrees 51 minutes 21 seconds West and a chord distance of 16.25 feet to a point; thence, continuing along said southern right of way line and Lots 106 and 105, South 50 degrees 47 minutes 13 seconds West a distance of 149.89 feet to a point; thence continuing along said southern right of way line and Lot 105, on a curve to the right, said curve having a radius of 175.00 feet, with an arc length of 32.39 feet, a chord bearing of South 56 degrees 5 minutes 19 seconds West and a chord distance of 32.34 feet to a point; thence, continuing along said southern right of way line and Lot 105, South 61 degrees 23 minutes 26 seconds West a distance of 15.68 feet to a point; thence, continuing along said southern right of way line and Lot 105 on a curve to the left, said curve having a radius of 11.00 feet, with an arc length of 17.28 feet, a chord bearing of South 16 degrees 23 minutes 26 seconds West and a chord distance of 15.56 feet to a point, said point being the intersection of the southern right of way line of Madison Drive and the northern right of way line of Thoroughbred Drive; thence crossing Madison Drive along the northern right of way line of Thoroughbred Drive, north 28 degrees 36 minutes 34 seconds West a distance of 72.00 feet to a point, said point being the place of *beginning*.

Said right of way contains an area of 41,103.10 square feet or 0.9436 acres.

LEGAL DESCRIPTION
of a portion of Thoroughbred Drive
Phase VI, Lexington Estates

Beginning at a point, said point located on the north side of Thoroughbred Drive (50 foot wide dedicated right of way) and being the common property corner of Lot 7 and Lot 8, thence along the northern right of way line of Thoroughbred Drive along Lots 8, 9, 10 on a curve to the right, said curve having a radius of 525.00 feet, with an arc length of 279.99 feet, a chord bearing of North 81 degrees 32 minutes 40 seconds East and a chord distance of 276.68 feet to a point; thence,

continuing along said northern right of way line and Lot 10, South 83 degrees 10 minutes 38 seconds East a distance of 28.81 feet to a point; thence continuing along said northern right of way line and Lots 10, 11, 12 and 13 on a curve to the right, said curve having a radius of 525.00 feet, with an arc length of 267.45 feet, a chord bearing of South 68 degrees 34 minutes 59 seconds East and a chord distance of 264.57 feet to a point; thence, along said northern right of way line, Lot 13 and crossing Bentley Court (50 foot wide dedicated right of way), South 53 degrees 59 minutes 20 seconds East a distance of 182.03 feet to a point located on Lot 26; thence, crossing Thoroughbred Drive in a southwesterly direction, South 36 degrees 00 minutes 40 seconds West a distance of 50.00 feet to a point located on the southern right of way line at Lot 146; thence, along the southern right of way line of Thoroughbred Drive, crossing Champions Drive (50 foot wide dedicated right of way) and along Lot 115, North 53 degrees 59 minutes 20 seconds West a distance of 182.00 feet to a point; thence, along the southern right of way line of Thoroughbred Drive and Lots 115, 114, and 113 on a curve to the left, said curve having a radius of 475.00 feet, with an arc length of 241.98 feet, a chord bearing of North 68 degrees 34 minutes 59 seconds West and a chord distance of 239.37 feet to a point; thence, continuing along the southern right of way line of Thoroughbred Drive, North 83 degrees 10 minutes 38 seconds West a distance of 28.81 feet to a point; thence, continuing along the southern right of way line of Thoroughbred Drive and Lot 112, crossing Madison Drive (50 foot wide dedicated right of way) and Lot 86, on a curve to the left, said curve having a radius of 475.00 feet, with an arc length of 253.33 feet, a chord bearing of South 81 degrees 32 minutes 38 seconds West and a chord distance of 250.34 feet to a point; thence, crossing Thoroughbred Drive in a northwesterly direction, North 23 degrees 43 minutes 30 seconds West a distance of 50.00 feet to a point, said point being the place of *beginning*.

Said right of way contains an area of 36,611.13 square feet or 0.8405 acres.

BEING A PART OF THE PREMISES which the Estate of George V. Shoemaker, by James G. Shoemaker, Executor, and James T. Gibson, by their deed dated December 15, 2008 and recorded January 14, 2009 in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Record Book 2000 Page 6439, granted and conveyed unto AAA Quality Builders, Inc. The said AAA Quality Builders, Inc. by Articles of Amendment filed June 2, 2015, changed its name to Exceptional Homes, Inc., a Pennsylvania corporation, Grantor, herein.

The Grantor covenants that it will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF the Grantor has executed this Deed of Dedication the day and year first above written.

ATTEST/WITNESS:

GRANTOR
EXCEPTIONAL HOMES, INC.

Name: James T. Gibson
Title: President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the ____ day of _____, 2026, before me, a Notary Public, the undersigned officer, personally appeared JAMES T. GIBSON, who acknowledged himself to be the President of Exceptional Homes, Inc., and that as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Corporation, by himself as the President.

IN WITNESS WHEREOF, I set my hand and official seal.

Notary Public

I hereby certify that the precise address of the Grantee herein in:

1915 Old Trail Road
Etters, PA 17319

Agent for Grantee

**NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2026-22

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY
TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AUTHORIZING A DCED
MUNICIPAL ASSISTANCE PROGRAM GRANT APPLICATION FOR THE
NEWBERRY TOWNSHIP COMPREHENSIVE PLAN.**

WHEREAS, Newberry Township (the "Township") desires to update its Comprehensive Plan to guide future growth, development, infrastructure, community facilities, and long-range planning priorities; and

WHEREAS, the Pennsylvania Department of Community and Economic Development ("DCED") administers the Municipal Assistance Program ("MAP"), which provides financial assistance for eligible municipal planning activities; and

WHEREAS, the estimated total cost of the Comprehensive Plan project is One Hundred Thousand Dollars (\$100,000.00), and the Township desires to request Fifty Thousand Dollars (\$50,000.00) in MAP grant funding and provide Fifty Thousand Dollars (\$50,000.00) as the local match; and

WHEREAS, the Board of Supervisors finds that the project and pursuit of MAP funding are in the best interests of Newberry Township and its residents.

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

Section 1. Application Authorized. The Board of Supervisors authorizes submission of an application to DCED for a Municipal Assistance Program grant in the amount of Fifty Thousand Dollars (\$50,000.00) for the Newberry Township Comprehensive Plan.

Section 2. Local Match. Newberry Township commits Fifty Thousand Dollars (\$50,000.00) in Township funds as the local match, resulting in a total anticipated project budget of One Hundred Thousand Dollars (\$100,000.00).

Section 3. Authorized Officials and Grant Administration. The Township Manager and other appropriate Township officials are authorized to prepare, execute, and submit the application and all documents necessary to obtain and administer the grant and complete the project in accordance with applicable requirements.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption by the Board of Supervisors.

RESOLVED this ____ day of _____, 2026.

ATTEST:

Aaron Schwartz, Secretary
(SEAL)

NEWBERRY TOWNSHIP
BOARD OF SUPERVISORS

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 which was duly adopted by _____ to _____ affirmative vote of the members of the Board of Supervisors at an open public meeting held after notice required by law on _____, 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

(SEAL)

**NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2026-23

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY
TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AUTHORIZING AN
APPLICATION TO THE YORK COUNTY OPEN SPACE AND LAND
PRESERVATION GRANT PROGRAM FOR THE NEWBERRY TOWNSHIP
COMPREHENSIVE PLAN.**

WHEREAS, Newberry Township (the "Township") desires to update its Comprehensive Plan to guide future growth, development, infrastructure, community facilities, natural resource protection, open space, and other long-range planning priorities; and

WHEREAS, the York County Open Space and Land Preservation Grant Program provides Planning and Ordinance Assistance funding to York County municipalities for eligible comprehensive planning activities, with a maximum grant of Twenty-Five Thousand Dollars (\$25,000.00) and a requirement that County funding not exceed fifty percent (50%) of the total approved project cost; and

WHEREAS, the estimated total cost of the Comprehensive Plan project is One Hundred Thousand Dollars (\$100,000.00), and the Township desires to request Twenty-Five Thousand Dollars (\$25,000.00) in York County grant funding, with the remaining project costs to be funded through Township funds and/or other eligible local, state, federal, private, or in-kind funding sources, including other grant funds to the extent permitted by the applicable grant programs; and

WHEREAS, the Board of Supervisors finds that the project and pursuit of York County Open Space and Land Preservation Grant Program funding are in the best interests of Newberry Township and its residents.

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

Section 1. Application Authorized. The Board of Supervisors authorizes submission of an application to the York County Open Space and Land Preservation Grant Program for a Planning and Ordinance Assistance grant in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for the Newberry Township Comprehensive Plan.

Section 2. Match and Project Funding. The Township authorizes the use of Township funds and/or other eligible local, state, federal, private, or in-kind funding sources to satisfy the Program match requirements and any remaining project costs. Other grant funds, including Pennsylvania Department of Community and Economic Development Municipal Assistance Program funds, may be used toward the non-County share to the extent permitted by the requirements of each applicable funding program. Nothing in this Resolution shall be construed as committing the Township to fund the entire non-County share solely from Township funds.

Section 3. Authorized Officials and Grant Administration. The Township Manager and other appropriate Township officials are authorized to prepare, execute, and submit the application and all documents necessary to obtain and administer the grant and complete the project in accordance with applicable Program requirements.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption by the Board of Supervisors.

RESOLVED this ____ day of _____, 2026.

ATTEST:

NEWBERRY TOWNSHIP
BOARD OF SUPERVISORS

Aaron Schwartz, Secretary (SEAL)

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 which was duly adopted by _____ to _____ affirmative vote of the members of the Board of Supervisors at an open public meeting held after notice required by law on _____, 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

(SEAL)

NOTICE OF SPECIAL MEETING AND PUBLIC HEARINGS

NEWBERRY TOWNSHIP YORK COUNTY, PENNSYLVANIA

Notice is hereby given that the Newberry Township Board of Supervisors will hold a Special Meeting and Public Hearings on Tuesday, October 13, 2026, at 5:00 p.m. at the Municipal Emergency Services Building, 1895 Old Trail Road, Etters, PA 17319.

The purpose of the hearings is to receive public comment and consider adoption of:

Data Center Zoning Ordinance – Amending Chapter 380, Zoning, to establish regulations for Data Centers and permit them as Conditional Uses in the General Industrial and Rural Industrial Zoning Districts.

Solar Energy Ordinance – Establishing regulations for Accessory and Principal Solar Energy Systems and creating a Solar Energy Overlay District.

The Board may consider adoption of the ordinances following the public hearings.

Copies of the proposed ordinances are available for public inspection at the Township office during normal business hours.

NEWBERRY TOWNSHIP BOARD OF SUPERVISORS