

**NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA
NOTICE OF PROPOSED ORDINANCE**

The Board of Supervisors of Newberry Township will consider adoption of an ordinance amending the Police Pension Plan to allow eligible full-time police officers to purchase prior service credit under Act 49 of 2024. The ordinance will be considered at the regular meeting on Tuesday, November 25, 2025, at 6:00 p.m. at the Newberry Township MESB Building, 1895 Old Trail Road, Etters, PA. Copies are available for inspection at the Township Municipal Building during business hours.

By order of the Newberry Township Board of Supervisors
Aaron Schwartz, Secretary

Act 49 Prior Service Purchase Key Highlights

Purpose

- Allows eligible officers to purchase up to three (3) years of verified prior full-time police service earned at another agency and have it credited in the Newberry Township Police Pension Plan.
- Member paid at the actuarial price; designed to be actuarially neutral to the Plan.

Why This Helps

- Improves recruitment of experienced officers who want to transfer to Newberry without losing credit for part of their prior service.

Who Qualifies

- Vested officers (12 years of credited service) under the Plan.
- Prior full-time police service with a governmental employer; no double-credit for the same service elsewhere.
- Documentation/verification of prior service is required.

What the Credit Counts For

- Purchased time counts for all Plan purposes permitted by law and the Plan/CBA (including eligibility measures such as DROP).
- Non-refundable once credited.

Pricing (Act 49 Method)

- Price per year = Plan's normal cost rate ($\leq 10\%$) $\times$ average of the officer's first 3 years of Township compensation $\times$ years purchased, plus 4.75% compound interest from Plan entry to the payment date.
- The Plan Actuary issues the official, date-specific lump-sum quote.

Payment Rules

- Lump-sum only at the time of calculation (no installments).
- One trustee-to-trustee rollover allowed if it equals the exact quoted amount.

Limits, Timing & Safeguards

- Local cap: 3 years (state law allows up to 5).
- Election window for current eligible officers: 6 months from the ordinance's effective date to elect and complete a purchase.
- Act 205 actuarial note obtained: records retained for audit/public transparency.

Process (At a Glance)

- Officer submits request + employer verification of prior service.
- Plan Actuary provides the official lump-sum quote as of the calculation date.

- Officer pays in one lump sum.
- Plan posts the credit; Township keeps documentation.

Impact to the Township

- Little to no immediate budget impact for currently eligible officers; purchases are member-paid at the actuarial price. Any MMO effect is expected to be immaterial under the study assumptions.

Related Policy

- The Township already offers a military-service buyback; Act 49 adds a path for prior police service purchases.

NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA

ORDINANCE NO. 437

AN ORDINANCE OF THE TOWNSHIP OF NEWBERRY, YORK COUNTY, PENNSYLVANIA, AMENDING THE POLICE PENSION PLAN TO PERMIT ELIGIBLE FULL-TIME POLICE OFFICERS TO PURCHASE PENSION SERVICE CREDIT FOR PRIOR FULL-TIME POLICE SERVICE ONLY, PURSUANT TO 53 PA.C.S. §§ 9121–9125 (ACT 49 OF 2024); PROVIDING ADMINISTRATIVE LIMITS; AND ENSURING CONSISTENCY WITH THE COLLECTIVE BARGAINING AGREEMENT.

WHEREAS, the Township of Newberry (“Township”) maintains a police pension plan pursuant to the Police Pension provisions of Act 600; and

WHEREAS, Act 49 of 2024, codified at 53 Pa.C.S. §§ 9121–9125, authorizes municipalities, at their option, to allow eligible police officers to purchase pension service credit for certain prior police service; and

WHEREAS, the Board of Supervisors desires to adopt such purchase authority in a manner that limits fiscal and administrative burdens, ensures actuarial neutrality, and preserves consistency with the Township’s Collective Bargaining Agreement (“CBA”) and the Police Pension Plan (“Plan”).

WHEREAS, prior to enactment the Township shall obtain an actuarial note under Act 205 evidencing the financial impact of this Ordinance, and it is the intent of the Township that any purchases be administered on an actuarially neutral basis;

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

SECTION 1. SHORT TITLE.

This Ordinance shall be known and may be cited as the “Act 49 Service-Credit Purchase Ordinance.”

SECTION 2. AUTHORITY.

This Ordinance is enacted under the Pennsylvania Second Class Township Code, the Police Pension provisions of Act 600, and 53 Pa.C.S. §§ 9121–9125 (“Act 49”).

SECTION 3. PURPOSE; APPLICABILITY.

A. Purpose. To authorize eligible full-time police officers to purchase pension service credit for certain prior full-time police service, subject to the limits and procedures herein.

B. Applicability. This Ordinance applies to full-time police officers of Newberry Township who have satisfied the Plan’s vesting requirements. (“Vested” has the meaning used by the Police Pension Plan.)

SECTION 4. DEFINITIONS.

Except as expressly stated herein, terms shall have the meanings set forth in the Plan and applicable law. For any calculation under this Ordinance, “Compensation” shall mean the same compensation definition used by the Police Pension Plan; nothing herein redefines compensation for contributions or benefits. For purposes of calculating the cost of any service purchase under Section 6, “Compensation” shall mean the employee’s base wages for the first thirty-six (36) months of employment, as referenced in Section 6.

SECTION 5. ELIGIBILITY; CREDITABLE PRIOR SERVICE (FULL-TIME ONLY).

A. To the extent permitted by 53 Pa.C.S. § 9122, an eligible full-time police officer who has satisfied vesting requirements may elect to purchase up to three (3) years of pension service credit for prior full-time police service rendered in a police department as defined by applicable law, whether within or outside the Commonwealth.

B. Prior part-time police service is not creditable under this Ordinance.

C. Prior service must be verified to the satisfaction of the Plan Administrator, including employer certification of dates, full-time status, and the nature of police service.

SECTION 6. COST; INTEREST; PAYMENT.

The purchase price shall be calculated in accordance with Act 49 of 2009 using the Plan's normal cost rate (not to exceed ten percent (10%)) multiplied by the officer's average compensation during the first three (3) years of employment, times the number of years to be purchased, plus interest at four and seventy-five hundredths percent (4.75%) per year compounded annually from the officer's date of entry into the Plan to the date of payment.

Payment shall be made as a single lump-sum in full at the time the Plan Actuary performs the calculation; installments are not permitted. No service credit shall be posted until the Plan has received the full purchase price. If the Township elects to advance the purchase price to the Plan, such advance shall be made contemporaneously with the actuarial calculation and the officer shall reimburse the Township in a single payment on the same date. A direct rollover or trustee-to-trustee transfer from an eligible retirement plan is permitted if made in a single transfer.

No election shall be processed until the Plan Actuary has certified the purchase price and the Township has obtained any actuarial note required by Act 205. Purchases shall be administered to be actuarially neutral to the Plan.

A. Officer-Paid; Actuarial Neutrality. The entire cost (including statutory interest) shall be paid by the officer; purchases shall be administered to be actuarially neutral to the Plan. No Township contribution is required.

B. Statutory Cost Formula. The amount due shall be computed by: (1) multiplying the normal cost rate for the Plan the officer is buying into (not to exceed 10%) by the officer's average annual rate of compensation over the first three (3) years of service with Newberry Township; and (2) multiplying that product by the years (and fractional years) of creditable prior police service being purchased, together with interest at 4.75% compounded annually from the date of initial entry into full-time service with Newberry Township to the date of payment. The normal cost rate and actuarial assumptions shall be those certified by the Plan Actuary as of the valuation date established in administrative procedures for service-credit purchases.

D. Fractional-Year Purchases. Purchases may be made in whole years or fractional parts measured in one-month (1/12) increments, based on verified start and end dates. Service credit and purchase price shall be calculated and rounded to the nearest whole month.

SECTION 7. ADMINISTRATIVE LIMITS AND CONDITIONS.

A. Election Window (One-Time). An eligible officer may elect to purchase service within twelve (12) months after satisfying the Plan's vesting requirements. For officers already vested on the effective date of this Ordinance, the election must be made within six (6) months after the effective date. The election is one-time and irrevocable upon first payment. The election window is tolled during qualified military service under USERRA. The Plan Administrator may grant a one-time extension not to exceed sixty (60) days for documented verification delays beyond the officer's control.

B. Documentation & Audit. Prior service shall be supported by employer certification on Township forms and any payroll/pension records the Administrator reasonably requires. Submissions are subject to audit. Any material misrepresentation voids the purchase; amounts paid are treated under subsection (H) and the Township may pursue discipline and recovery of administrative and professional costs.

C. No Double Credit. The officer shall certify, under penalty of perjury, that the same period of prior service is not credited and not creditable in any other pension fund.

D. Purchased prior service shall count toward total credited service for all Plan purposes permitted by law and the Plan/CBA, including DROP eligibility. This Ordinance does not otherwise amend DROP provisions.

E. Administrative Fee. Each request shall include a non-refundable administrative fee of Five Hundred Dollars (\$500), which amount may be adjusted by Board resolution from time to time to defray actuarial and legal costs.

F. Maximum with Military. When combined with credited military service, purchased prior police service shall not exceed five (5) total years, as limited by law.

G. Limit on Transactions. Beginning on the Effective Date, no officer may complete more than one (1) service-credit purchase of any type under the Plan, including purchases of prior service and military service.

H. Non-refundable. Amounts paid to purchase prior service shall not be refunded upon separation. The credited service remains part of the member's accrued benefit under Plan rules.

SECTION 8. INELIGIBILITY.

A. No purchase is permitted for any period of prior police service for which the officer receives or is entitled to receive pension service credit from another pension fund.

B. Prior part-time police service is ineligible.

SECTION 9. COLLECTIVE BARGAINING; SAVINGS; NO CHANGE TO PLAN FORMULA OR DROP.

A. CBA Savings Clause. This Ordinance shall be administered consistent with Act 111 and the parties' Collective Bargaining Agreement (CBA). If a conflict is identified, the CBA governs on wages, hours, and terms and conditions of employment.

B. No Change to Formula/DROP. Nothing herein alters: (i) the Plan's benefit formula under Act 600 (including any Plan/CBA rules governing final average compensation), or (ii) the Township's existing DROP terms.

C. Grievance Rights. Nothing herein limits rights under the CBA grievance/arbitration provisions.

SECTION 10. ADMINISTRATION.

A. The Plan Administrator, with the advice of the Plan actuary and solicitor, shall adopt reasonable procedures, forms, timing rules, and verification standards to implement this Ordinance in conformity with Act 49, the Plan, and the CBA.

B. Recordkeeping. The Administrator shall maintain an audit file for each purchase request, including employer certifications, pricing worksheets, and payment records.

C. Qualification and Limits. Purchases are limited by the Internal Revenue Code § 415 and all applicable qualification rules; the Township may adjust or refuse a purchase to maintain the Plan's tax-qualified status.

D. Plan Controls. In the event of any inconsistency, the Police Pension Plan document controls; this Ordinance shall be construed to conform to the Plan.

SECTION 11. CODIFICATION; REPEALER.

A. The Township may codify this Ordinance within its Code of Ordinances; 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 12. SEVERABILITY.

If any provision of this Ordinance is held invalid, such invalidity shall not affect remaining provisions that can be given effect without the invalid provision.

SECTION 13. EFFECTIVE DATE.

This Ordinance shall take effect as provided by law following enactment and required advertisement.

ORDAINED AND ENACTED this ____ day of _____, 2025.

ATTEST:

**NEWBERRY TOWNSHIP
BOARD OF SUPERVISORS**

Aaron Schwartz, Secretary

Diane Shellenhamer, Vice Chair

CERTIFICATE

I, the undersigned, Secretary of the Board of Supervisors of the Township of Newberry, York County, Pennsylvania (the "Township"), certify that the foregoing is a true and correct copy of an Ordinance of the Board of Supervisors of the Township which was duly enacted by _____ to _____ affirmative vote majority of the members of the Board of Supervisors of the Township, at an open public meeting held after notice required by law on November 28, 2025, that said Ordinance has been recorded in the Ordinance Book of the Township; that said Ordinance was duly published as required by law; and that said Ordinance 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 the Township on this 25th day of November 2025.

Aaron Schwartz, Secretary



York County SPCA
3159 Susquehanna Trail N.
York, PA 17406

717-764-6109 📞
www.ycspca.org 🌐
EIN: 23-1399588 📄

September 23, 2025

Dear Municipal Leadership,

For 100 years, the York County SPCA has served local municipalities by sheltering sick, injured, dangerous, abandoned, and lost animals. As the county's only animal shelter, we play a vital public health and safety role, similar to police, fire, and sanitation services.

Rather than establishing a government-run animal services department, York County has benefited from a cost-effective public-private partnership. The YCSPCA fundraises nearly 75% of its operating budget through private philanthropy. In 2025, municipal contracts accounted for less than 7% (\$325,000) of our budget. In 2026, we are seeking a modest rate increase to reflect rising demand and operational costs.

In 2025, we held two municipal working groups to foster direct communication and collaboration. Participants expressed strong interest in 3-5-year service agreements and multi-year fee schedules—recommendations we plan to incorporate into the 2027 contract cycle.

Another key takeaway was concern over our canine intake policy, which restricted stray dog intake to animal control officers, police officers, and PA state dog wardens. While this approach was intended to ensure safety for residents and our staff, uphold professional standards, and maintain accurate records, we understand the need for greater flexibility. In response, **beginning January 2026, residents from contracted municipalities will once again be permitted to bring stray dogs to our facility.** Details on the updated process will be shared soon.

We'll reconvene the working groups in early 2026 with two sessions to guide 2027 contract preparations. Each municipality may send one representative. Details will follow early next year. If you are interested in participating, please contact our Communications Director, Kristen Dempwolf, at kdempwolf@ycspca.org

Enclosed are the 2026 animal care and housing agreement, your municipality's invoice, and a service summary to support communications with stakeholders and taxpayers. **Please return contracts and payments by December 31, 2025.** For extensions, contact our Finance Director, Beth Loucks, at bloucks@ycspca.org.

We are proud to be your partner in delivering essential public health and safety services. Without our partnership, loose animals would roam our neighborhoods, dog bites and animal-related attacks would rise, zoonotic diseases would spread, and animal population growth would accelerate. By working together, we can continue to deliver reliable, cost-effective animal services for York County.

Thank you for your continued support.

Sincerely,

Steven Martinez
Executive Director



York County SPCA
3159 Susquehanna Trail N.
York, PA 17406

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2025 SERVICES SUMMARY

2026 Contract Cost: **\$13,325**

Newberry Township's Cost of Care

Animal Species	Total Animal Intake	Cost Per Animal *	Total
Cats	36	\$1,600	\$57,600
Dogs	28	\$1,600	\$44,800
		Total Cost of Care	\$102,400
		Less: 2026 Contract Cost	(\$13,325) **
		Total Value for Taxpayers	\$89,075

* 2024 total shelter operating expenses (\$4,410,677) divided by 2024 animal intake (2,743) = \$1,600. The YCSPCA keeps municipal fees low through our fundraising efforts, highlighting the value of our public-private partnership.

** Our contract fees are population-based, NOT tied to animal intake. We aim to collect \$350,000 from York County municipalities excluding York City, with each paying its share based on population.

Minimum Required Government Obligation

In 2025, we held municipal working groups and learned that local leaders wanted clarity on their minimum legal obligations for animal services-and preferred to allocate taxpayer funds only to those requirements. The following analysis illustrates those baseline responsibilities.

The minimum estimated annual cost to run a shelter serving the entire county is \$1,200,000, due to a state-mandated 48-hour hold for stray dogs. Even if dogs were held only for that period, it would still cost \$1.2M to operate the shelter and comply with the law.

Minimum Operating Costs for a County Animal Shelter	\$1,200,000
% of the municipality's population	3.4%
Municipality's share of animal services based on population	\$40,800
Less: 2026 Contract Cost	(\$13,325)
Savings for Municipality	\$27,475 *

* As noted above, the contract fee falls short of covering the municipality's share of minimum animal service costs. To address this, we plan to gradually increase fees over the next five years and strongly encourage municipal leaders to join our 2026 working groups to help shape future fee structures.

See back for additional information on the programs offered through the York County SPCA.

YORK COUNTY SPCA SERVICES SUMMARY

Clinic Trap Neuter Return:

TNR (Trap-Neuter-Return) is a method of spay/neuter for outdoor, free-roaming cats. Community cats rapidly reproduce, causing overpopulation, animal suffering, and high kitten mortality. Participating in TNR is the only proven way to humanely decrease the population of free-roaming community cats. Animals in this program are spay/neutered, ear tipped, examined, and rabies vaccinated. **During 2024, 12,353 spay/neuter surgeries were completed. This included 7,875 community cats with 4,283 of those cats being female.**

Medical Services:

All animals receive the following services prior to being made available for adoption: A full examination by a veterinarian, heartworm test (dogs), distemper vaccine with booster, rabies vaccine, Influenza vaccine (dogs) with booster, kennel cough vaccine (dogs), heartworm medication (dogs), flea treatment, and spay/neuter. Any non-routine medical concerns are investigated and treated with appropriate testing and treatment plans.

Companion Animals Requiring Medical Attention (CARMA)

The CARMA program helps members of our community who are in true financial distress and have a pet with an urgent medical need that requires intervention. By providing free or low-cost services for medical emergencies, it is our hope that we can prevent an unwanted surrender or unnecessary euthanasia.

Animal Cruelty Investigations and Field Services:

Our humane society police officer conducts in-depth animal welfare and neglect investigations in York County ensuring the health and safety of our communities. As a result of these investigations, animals may be removed and brought to the York County SPCA ensuring peace of mind for residents and safety for the pets. These animals receive the same medical care as noted above at no additional cost. **In 2024, a total of 1,983 welfare checks were completed which resulted in 503 investigations of animal cruelty or neglect in York County. Charges were filed in 356 cases with 102 animal cruelty convictions. 476 animals were surrendered to the York County SPCA.**

SafePet (Emergency Crisis Animal Boarding):

The York County SPCA's SafePet program provides temporary in-shelter boarding for pets whose owners have fled a domestic violence situation, plan to leave a domestic violence situation, have been displaced from their home due to a natural disaster, or are unhoused. Priority pet housing is given to individuals referred to our SafePet program by a United Way Partner Agency or YCSPCA agreed partner. For a full list of our participating partners, refer to [Emergency Boarding: Supporting Families in Crisis | York County SPCA](#). **The SafePet program served 13 pets in 2024. The average length of stay for these animals was 61 days.**

Pet Food Pantry:

The Pet Food Pantry provides free pet food to community members who are unable to afford it, such as fixed- or low-income individuals and those enduring financial hardship. With the surplus of pet food donations we receive, we give back to the community through this program. **1,253 people were assisted with 47,183 pounds of food distributed in 2024. This is a 71% increase over 2023.**

Shelter Neuter Return (SNR):

The Shelter Neuter Return (SNR) program provides free care for injured and ill community cats. Injured and ill community cats can be brought into the shelter to receive a medical evaluation and appropriate medical aid including surgery. The goal of this program is to treat community cats that have injuries or illness that require medical intervention. Once medically cleared, the cats are spayed/neutered, vaccinated for rabies, and then returned to their outdoor home. **Through this program, 124 feral cats received life-saving medical care and vaccines.**



INVOICE

York County SPCA
3159 Susquehanna Trail North
York, PA 17406
717-764-6109
bloucks@ycspca.org

Date: September 23, 2025
Payment Terms: Due upon Receipt

Newberry Township
1915 Old Trail Rd.
Etters, PA 17319

Description	Amount
2026 Animal Care and Housing Agreement Fee	\$13,325

Make all checks payable to York County SPCA

THANK YOU!



York County SPCA
3159 Susquehanna Trail N.
York, PA 17406

717-764-6109 ☎
www.ycspca.org 🌐
EIN: 23-1399588 ✓

2026 Animal Care and Housing Agreement

This agreement is made on the 23rd day of September 2025 by and between the YORK COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a Pennsylvania non-profit corporation, hereinafter referred to as "York County SPCA" or YCSPCA, and Newberry Township, a Pennsylvania municipal corporation, hereinafter referred to as "Local Governing Body".

1. The Local Governing Body shall pay the York County SPCA an annual sum of \$13,325. The Local Governing Body shall return a fully executed copy of this agreement and payment to the York County SPCA by December 31, 2025. Should the Local Governing Body need a deadline extension, request it from Beth Loucks, Finance Director, at bloucks@ycspca.org.
2. This Agreement shall begin on January 1, 2026, at 12:00 a.m. and continue for a period of twelve (12) months until December 31, 2026, at 11:59 p.m.
3. In consideration of the payment specified in Paragraph 1, the York County SPCA shall provide to the Local Governing Body, the following services during regular operating hours from Sunday through Saturday, 8:00 AM – 4:30 PM:
 - a. The York County SPCA will impound stray canines and felines apprehended by residents, animal control officers, police officers, and dog wardens transported to our shelter, contingent upon the policies set forth in the York County SPCA's Managed Shelter Admissions Policy and the Stray Canine Intake Policy. Those policies can be viewed at www.ycspca.org/programs-services/shelter-admissions.
 - b. The York County SPCA may choose to accept owner-surrendered animals, but is under no obligation to do so. Decisions and policies related to the acceptance of owned animals are at the sole discretion of the York County SPCA. Animals surrendered by an owner are not expected to be held for any length of time and may be placed immediately into an adoption program, foster program, transferred to a partner organization, or euthanized at the sole discretion of the York County SPCA. The YCSPCA will request a surrender donation fee from owners, but surrendering a pet will not be contingent on an owner's willingness or ability to pay the surrender donation fee.
 - c. Since May 2025, the York County SPCA has been without a Humane Society Police Officer (HSPO). In 2026, the York County SPCA once again aims to employ an HSPO but is under no obligation to do so. Should the YCSPCA hire an HSPO, we will continue investigating and prosecuting animal cruelty offenders for the Local Governing Body, in conjunction with the local police department, if applicable. The YCSPCA will provide the Local Governing Body with the Humane Society Police Officer's direct contact information and schedule upon receiving payment and a fully executed Animal Care and Housing Agreement. The HSPO's anticipated regular work schedule is 8 AM – 5 PM, Monday through Friday.
 - d. The York County SPCA will receive, house, and dispose of any **STRAY** domestic animal from within the participating Local Governing Body that has bitten any resident of said Local Governing Body, including sending for rabies testing, if needed. The York County SPCA shall be responsible for enforcing State and local quarantine periods for any **STRAY** animal that has bitten or is suspected of biting a person or as directed by the rabies control authority.
 - e. The York County SPCA will be responsible for expenses related to providing emergency veterinary care for sick and/or injured stray animals during regular operating hours (ibid).

- f. The York County SPCA will continue to provide low-cost spay/neuter surgeries, including Shelter-Neuter-Return programs for free-roaming cats and cat colonies. The YCSPCA will continue to provide residents with discounted spay/neuter surgeries for all York County pit bulls and pit bull mixes.
- g. Residents of the Local Governing Body shall receive services from the following programs, contingent upon program availability and shelter resources:
 - i. The **CARMA** program provides lifesaving surgery, medical treatment, and procedures for pets arriving from low-income households at significantly discounted rates.
 - ii. The **SafePet** program offers free refuge for people's pets who must flee a domestic violence situation or are suffering a temporary housing issue/loss.
 - iii. The **Pet Pantry** program provides free pet food to families suffering from food insecurity so they can feed their pets.
 - iv. The **Shelter Neuter Return** program reduces pet population numbers by treating sick and injured community cats, spaying or neutering them, and then returning them to their outdoor homes.
 - v. The **Second Chance Fund** provides free veterinary care for sick and injured animals.
- 4. The York County SPCA shall provide adequate food, water, space, care, medical treatment, mental and physical enrichment to all animals housed at the York County SPCA as required by State law. Animal quarters shall be sanitized and cleaned at least once daily and spot-cleaned throughout the day as necessary.
- 5. The York County SPCA shall provide an adequately trained staff of sufficient size to provide all services required under this agreement.
- 6. The York County SPCA shall provide a tracking and reporting system to monitor save rate, animal medical records, average length of stay, cost of care, and other information for each sheltered animal.
- 7. The York County SPCA shall be responsible for enforcing State and local quarantine periods for any **STRAY** animal that has bitten or is suspected of biting a person, or as directed by the rabies control authority.
- 8. The York County SPCA has sole discretion to return any animal to its owner or caretaker, including community cats, with or without impoundment, unless seized as part of an active investigation or by court order.
- 9. The York County SPCA has sole discretion to waive any fines or fees that the York County SPCA may assess the Local Governing Body.
- 10. The York County SPCA shall not be mandated to perform any service that contradicts the organization's mission and core values. The York County SPCA's core values can be found at www.ycspca.org/about/core-values.html.
- 11. The York County SPCA shall be responsible for the humane euthanasia of any animal using methods consistent with State law. Nothing in this Agreement shall require the York County SPCA to humanely euthanize an animal unless under court order.
- 12. The York County SPCA has the discretion to limit services under this Agreement if staffing and/or animal shelter space become unavailable and shall notify the Local Governing Body if the YCSPCA cannot provide services due to an emergency or natural disaster.
- 13. The York County SPCA shall, upon request, furnish the Local Governing Body's Police Department, York County's Sheriff's Office, the County or State Public Health Department, and the local rabies control authority all information in its possession about impounded animals and shall cooperate with the Police Department in enforcement of laws prohibiting cruelty to animals.

14. The York County SPCA shall endeavor to use lifesaving practices consistent with its intent to achieve an annual save rate of 90% or greater, as defined by the York County SPCA's Save Rate Calculation policy. This policy can be made available upon request. The York County SPCA aims to seek partnerships with responsible rescue groups and other nationally renowned animal organizations.
15. The public is encouraged to visit the York County SPCA to volunteer, provide temporary foster care, donate, meet dogs, cats, and other animals, interact with caregivers, and learn about their work. Accessible policies, weekend hours, and special adoption events convenient for the general public will ensure that the York County SPCA meets the needs of York County communities.
16. The York County SPCA is an independent contractor to the Local Governing Body, and none of its agents, employees, or officers shall be construed as, or represent themselves as, employees of the Local Governing Body. The Local Governing Body will be indemnified and held harmless from any actions of agents, employees, or officers of the York County SPCA relative to provisions of this Agreement.
17. The York County SPCA states that it has liability insurance coverage in the amount of \$2,000,000 and that the personnel provided by the York County SPCA are employees of the York County SPCA.
18. The York County SPCA shall have no obligation to provide any service if payments for services are not received from the Local Governing Body. **Payment received after January 31, 2026, may be subject to interest calculated at 5% per annum.** The York County SPCA shall be entitled to pursue all other remedies available in law or equity for payment upon services rendered, including recovery for costs, expenses, and reasonable attorneys' fees.
19. The York County SPCA shall operate York County's Animal Shelter located at 3159 Susquehanna Trail N., York, PA, in accordance with all applicable Federal, State, and Local laws and regulations for operating and maintaining an animal shelter, and when not in conflict with State law, the York County SPCA shall operate the YCSPCA in accordance with the agreed upon protocols and procedures.
20. This Agreement may be terminated after January 31, 2026, upon thirty (30) days prior written notice by either party.
21. The undersigned officer, agent, or employee of the Local Governing Body represents and warrants that they have the authority to contract and bind the Local Governing Body



Steven Martinez
York County SPCA Executive Director

Steven Martinez, Executive Director
Print Name and Title

September 23, 2025
Date

Authorized Signature of Local Governing Body

Print Name and Title

Date

**COSTARS PROPOSAL
COSTARS CONTRACT NO. 016-E24-383**



Proposal No. JC024620REV1

PSI Job No. 024620

Date: June 19, 2025

Reference: Newberry Township Municipal Authority WWTP
UV Disinfection System Upgrade

Pumping Services, Inc.
201 Lincoln Blvd.
Middlesex, NJ 08846
(732) 469-4540
www.psiprocess.com

To: Newberry Township Municipal Authority
1225 Valley Green Road
Etters, PA 17319

COSTARS PROPOSAL
PUMPING SERVICES, INC. COSTARS CONTRACT NO. 016-E24-383

Through Pumping Services, Inc.'s (PSI Process's) association with Glasco UV and through PA COSTARS, we offer this proposal for the purchase of two (2) Glasco UV NONCON-5000-6-12X50 disinfection systems including, spare parts, and startup services. The complete scope of supply is in strict accordance with the design criteria and scope of supply included in the attached Glasco UV Proposal GUV012-101589-N REV B dated June 19, 2025.

PROPOSED PRICE:

The proposed scope of supply including shipping, handling, and startup/commissioning services is offered at a total price of **Three Hundred Forty Eight Thousand Five Hundred Dollars (\$348,500.00).**

IMPORTANT NOTES AND EXCLUSIONS:

We include only the equipment, material and services listed above in our proposal and anything not listed is specifically excluded. Any order resulting from this proposal is subject to the COSTARS Contract Standard Terms and Conditions, COSTARS Contract Special Terms and Conditions, and the attached Terms and Conditions.

All tariffs, duties, taxes, or related governmental charges imposed to this quote shall be the responsibility of the Buyer. The seller reserves the right to adjust pricing accordingly and bill these additional charges as a separate line item. The Buyer acknowledges and agrees to pay such adjustments as part of the total order cost.

Submittals and O&M's provided in electronic .pdf format only.

Due to ongoing supply chain volatility, with the exception of items we have in stock, we cannot provide accurate production and delivery times until orders are released. The employee owners at PSI Process recognize how important this information can be, and feel it is imperative to provide our customers the most accurate information regarding our solutions, and hope you understand.

Credit Terms:

The price of the Equipment is based upon the following conditions:

- 20% Due With Purchase order.
- 70% Due Upon Shipment (or upon notification of ready and holding)
- 10% Retainage due net 30 days from date of Start-Up, but no later than 90 days from shipment.

Pricing is based on receipt of a Purchase Order within 15 days from the date of this Offer and shipment of the equipment not later than 12 months from the date of the Offer. In the event Buyer cannot take the equipment within the stipulated time, the price will escalate 0.5% per month thereafter. All storage and related insurance costs are the account of the Buyer.

These terms are independent of and not contingent upon the time and manner in which the purchaser receives payment from the site owner or any other person. Acceptance of order is subject to credit approval. All monies not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice.

PRICES DO NOT INCLUDE FEDERAL, STATE OR CITY TAXES

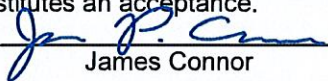
TERMS
As Above

F.O.B.
Delivered

DELIVERY
Delivery to be Coordinated

Purchase Orders should be issued to Pumping Services, Inc. unless stated otherwise in the body of this proposal. Purchase Orders are subject to final acceptance at Pumping Services, Inc., and to all of its standard terms and conditions contained on the reverse side of the initial page of this quote which the purchaser by its acceptance of this quotation constitutes an acceptance.

Respectfully submitted by


James Connor

Acceptance of Proposal – The preceding prices, specifications and conditions including those on the reverse side of page on are satisfactory and hereby accepted. You are authorized to proceed.

Signature

Name Print/Type

Official Position

Date

Pumping Services, Inc.
Terms and Conditions – Rev. 2004.03.09

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersedes any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.

2. Seller shall not be responsible for any delays in shipping.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

4. Any errors in pricing or calculation are subject to correction.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.

6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repossession/raising fees, transcript costs, the cost of experts' reports, and expert witness fees.

12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one-half (1 1/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable.

IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS

UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE"):

16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR's prior written consent.

17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.

18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR's failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.

19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.

25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 176 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects shall be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.

Appendix A

Glasco UV Quotation/Scope of Supply



GLASCO UV

UV DISINFECTION PROPOSAL

NONCON
S E R I E S

Project Name:	Newberry, PA
Proposal Number:	GUV012-101589-N REV B
Date:	June 19, 2025

Prepared by:	Romeo Vela Director of Engineered Products
Email	romeo@glascouv.com
Mobile	(973) 634-0903

Prepared for:	James Connor, P.E.
Company	PSI Process
Email	james.connor@psiprocess.com
Phone	(570) 677-1919

Project Type:	Wastewater
Type	Fluoropolymer Tube
Orientation	Horizontal
System Name	NONCON-5000-6-12X50 X2
Lamp Technology	Low pressure, High output
Flow rate range	0 – 3.25 MGD



BENEFITS OF NONCON 5000

- No quartz sleeves
- Teflon FEP tubes do not foul
- Low pressure high output lamps
- Economical lamp costs

TYPICAL EQUIPMENT

- Stainless steel reactors with inlet and outlet box
- Remote NEMA 4x ballast control center with run time and lamp status
- UV monitoring
- PLC monitoring (Allen Bradley)

By Others

- Inlet isolation gate
- Integration



DESIGN OVERVIEW

Application	Wastewater
Peak flow	3.25 MGD
Minimum flow	0 MGD
Redundancy	100%
Location	Indoors

Water Quality	
UV transmission %	65%
Influent counts	Unlimited
Water temp.	33-86° F
TSS	<30 mg/l
BOD	<30 mg/l
Max Particle Size	30 Microns
Discharge permit	<200 /100 ml
Design UV dosage	>30,000 uWs/cm2 @ end of lamp life
Headloss	<14" @ Peak Flow

Dimensions	
Channel length	See Drawing
Channel width	See Drawing
Channel height	See Drawing
Connections	12" 150# Flange pattern
Ballast Control Center	NEMA 4x stainless steel free standing

Our Fluoropolymer

- Manufactured USA
- Use 100% virgin resins
- Inert to chemicals and solvents
- High UV transmission
- Resistant to fouling

Scope of Engineering

The following documentation will be provided by Glasco UV at the time of submittal:

Installation Operation and Maintenance manual, layout drawings, P+ID drawings, ladder logic diagrams, terminal block diagrams, Warranty requirements, long term storage requirements, bills of materials, equipment descriptions, equipment brochures, head loss calculations, UV DIS calculations, equipment installation lists and other relevant documentation.

EQUIPMENT OVERVIEW

Model Name	NONCON-5000-6-12X50 X2
System type	Horizontal
Configuration	Closed Reactor
Lamp type	Low pressure high output 155 watts
Reactors	2
Banks per reactor	1
Modules per bank	6
Lamps per module	12
Lamps per reactor	72
Lamps per project	144
Tubes per reactor	50
UV monitoring	0-100% - 4-20 ma
Lamp status	Green LEDs
Remote control	H/O/A
Voltage	220-277V
kW/hr	10.8 kW per reactor

Integration	
UV output	4-20 mA from UV
Flow signal	Required
PLC	Allen Bradley
Remote control	H/O/A

Our System

- Manufactured in USA
- Uses low pressure high output UV lamps
- Commercial PLC by Allen Bradley (no custom components)
- UV sensor and UV monitor
- No quartz sleeves – tubes require less maintenance and do not foul

Scope of Supply

Qty	Description
Two (2)	NONCON one (1) bank reactors with internal heat management system. The reactors shall utilize air-to-air heat exchangers. Each reactor shall have one bank, containing six (6) UV modules, each holding twelve (12) lamps, seventy-two (72) lamps per reactor. Fifty (50) tubes will extend through each reactor.
Two (2)	Ballast Control Center (BCC) NEMA 4X modified Type 304 SS free standing enclosure. Ballast controls include LEDs, Run Time, and UV monitoring systems.
One (1)	System Control Center (SCC) NEMA 4X modified Type 304 SS free standing enclosure. System Controls include an Allen Bradley PLC for advanced system functions, bank pacing, and alarming.

Spares

UV Lamps	10
Ballasts	1
Operator safety kit	2
Cleaning kit	1
Operation Manuals	3

Commercial Offering

TERMS:	Net 30 days	10% upon approved drawings 80% upon equipment delivery (or upon notification of ready and holding) 10% upon start-up or within six (6) months from delivery, whichever first
FREIGHT:	Included in proposal	
SUBMITTAL:	4 to 6 weeks after release of order	
DELIVERY:	18 - 20 weeks after receipt of approved submittals	
SITE START-UP:	Included	
TRAINING:	Included	
PRICE:		

NOTES

- GLASCO UV's proposes to furnish materials and/or equipment for the above project. Any items not shown above as detailed under 'SCOPE OF SUPPLY', or other attachments to this proposal, are EXCLUDED.
- Any order resulting from this proposal is subject to the GLASCO UV's Standard Terms of Sale in addition to the following understandings:
 - Prices noted will be held valid for a period of 90 days from the date of the proposal.
 - Prices are in US Dollars.
 - Local or state taxes are not included in this proposal.
- Please send all purchase orders to Glasco UV, 126 Christie Street, Mahwah, NJ 07430.

Items not included in our scope

- a) Ventilation/air conditioning of shelter for electrical cabinet(s) to maintain indoor temperature below 104 F (if applicable; see actual temperature limit for control cabinet).
- b) Structure above UV modules to protect from direct heat as well as from inclement weather.
- c) Mechanical installation labor for installing equipment, cabling and instrumentation.
- d) Lightning surge protection and electrical ground connection.
- e) Valves for isolation of individual systems for dose pacing and/or maintenance/cleaning purposes
- f) Unloading of components supplied by GLASCO UV.
- g) Placement in storage of all components supplied by GLASCO UV.
- h) All required equipment, labor, analysis, etc. for any on-site biological performance tests that may be required (regular support for operational tests is provided).
- i) Supply and installation of electrical conduit and wiring for power supply and controls of UV system.
- j) Any civil and/or mechanical work required to support or install the UV system or its associated controls. This includes concrete pads.
- k) Power surge protection and lightning strike protection devices to be provided by contractor.
- l) All transformers, circuit breakers and disconnect devices prior to the UV system enclosures are to be provided by electrical contractor (in some cases the transformer is provided by Glasco).
- m) Labor and installation of UV modules, electrical enclosures, compressor and PLC.
- n) Contractor to supply stainless steel anchor bolts for component installation.
- o) Sun shields for all electrical enclosures. This is to prevent thermal gain resulting from exposure to direct sunlight. (Not needed if installed indoors)
- p) If supplied, remote signal communication to the SCADA system including language/protocol conversion software and hardware as required. Data retrieval of information from the PLCs is the responsibility of the SCADA system provider or integrator. This includes integration of flow signals.

Warranty

The warranty period is 18 months from date of delivery and 12 months from date of the Certification of Substantial Completion whichever comes first. It covers all failures due to defects in material and/or workmanship excluding consumables (see separate lamp and ballast warranties below).

This warranty shall not apply to any failure or defect which results from the Equipment not being operated and maintained in strict accordance with instructions specified in Glasco UV's Instructions Manual or which results from mishandling, misuse, neglect, improper storage, improper operation of the Equipment with other equipment furnished by the Customer or by other third parties or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Glasco UV. In addition, this warranty shall not apply to Equipment that has been altered or repaired after start-up by any one except:

- Authorized representatives of Glasco UV, or
- Customer acting under specific instructions from Glasco UV.

Customer must notify Glasco UV in writing within 5 days of the date of any Equipment failure. This notification shall include a description of the problem, a copy of the operator's log, a copy of the Customer's maintenance record and any analytical results detailing the problem. If Customer has not maintained the operator's log and maintenance record in the manner directed in the Operation and Maintenance manual, or does not notify Glasco UV of the problem as specified above, this warranty may, in Glasco UV's discretion, be invalid.

Customer will fully cooperate with Glasco UV, in the manner requested by Glasco UV, in attempting to diagnose and resolve the problem by way of telephone support. If the problem can be diagnosed by telephone support and a replacement part is required, Glasco UV will either, at Glasco UV's expense, ship a repaired, reworked or new part to the Customer who will install such part as directed by Glasco UV or will direct Customer to acquire, at Glasco UV's expense, such part from a third party and then install such part as directed by Glasco UV.

This warranty is the exclusive remedy of the Customer for all claims based on a failure of or defect in the Equipment, whether the claim is based on contract (including fundamental breach), tort (including negligence), strict liability or otherwise. This warranty is lieu of all other warranties whether written, oral, implied or statutory. Without limitation, no warranty of merchantability or fitness for a particular purpose shall apply to the Equipment.

Lamp Warranty

Each low pressure, high output lamp is guaranteed for 13,000 hours operating time under normal operating conditions. Normal operating conditions include:

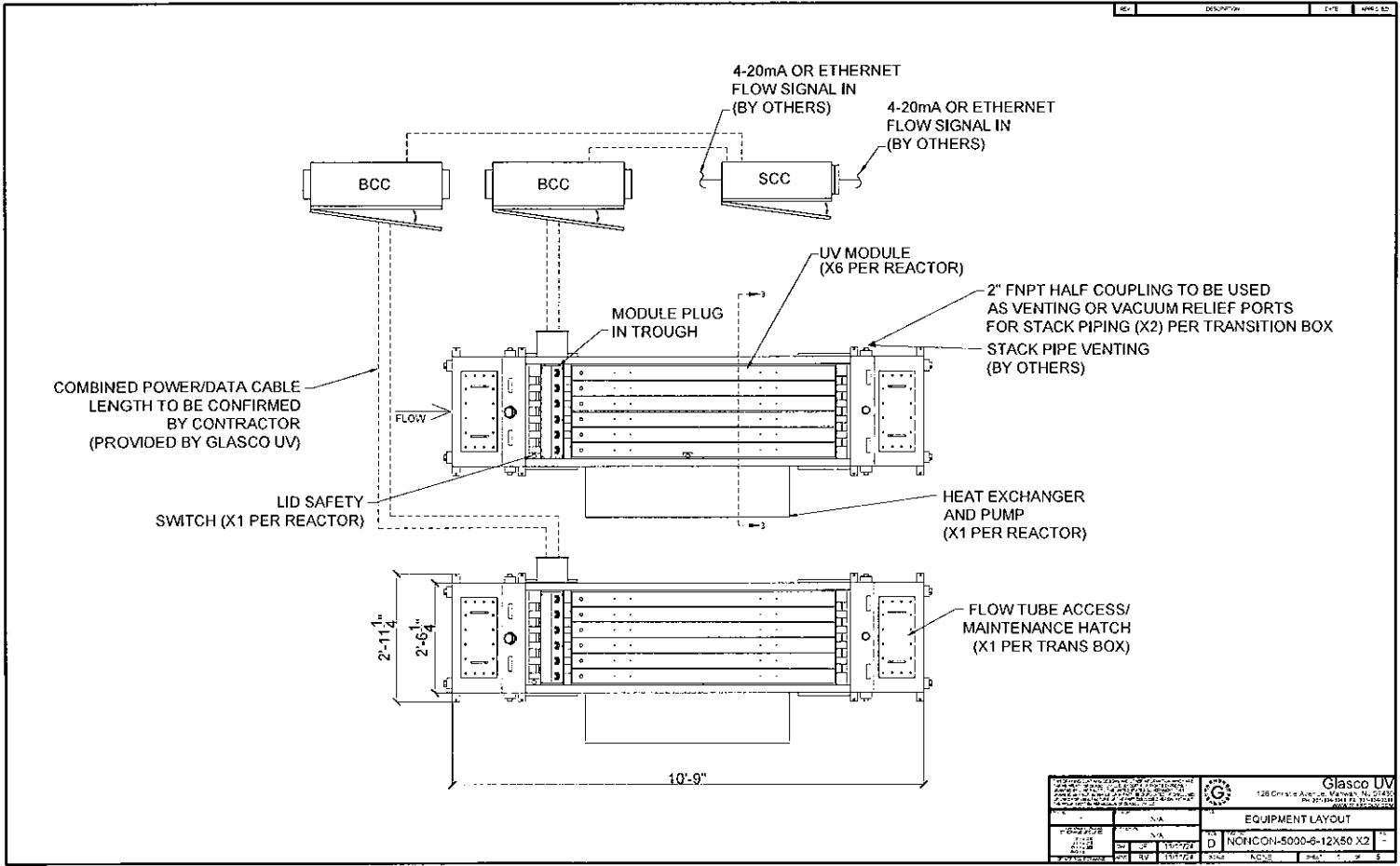
- On/off cycles max. 4 per 24 operating hours,
- Voltage fluctuations according to DIN IEC 38.

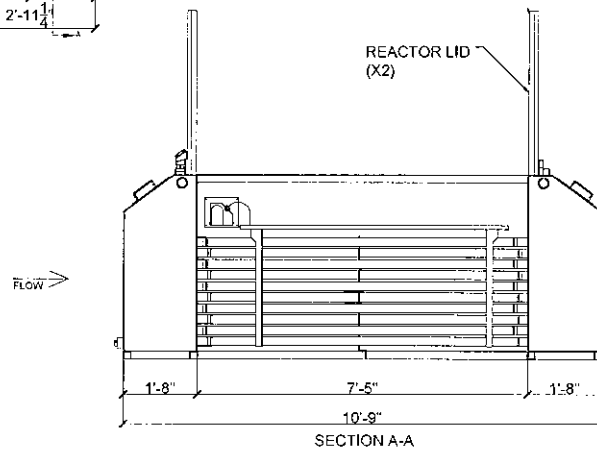
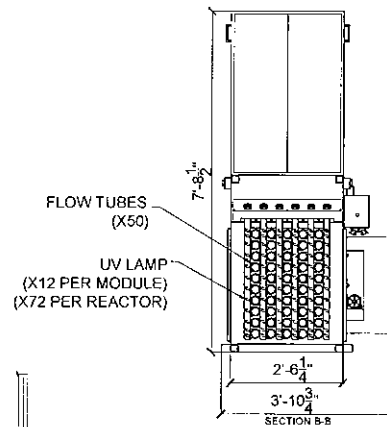
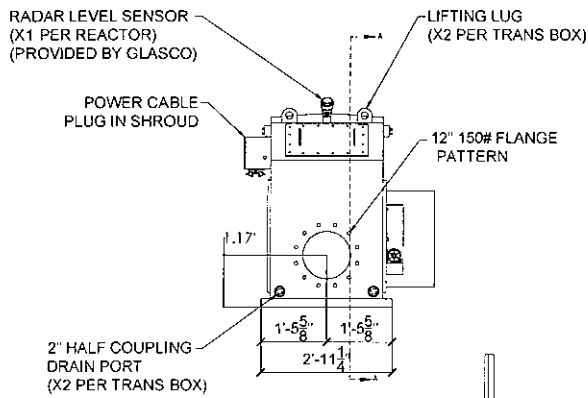
In case of premature lamp failure, the client is requested to send the lamp back to Glasco UV together with the information of UV unit serial number, hours run and on/off cycles. Glasco UV then offers the following:

- Lamp failure before 9,000 h: Glasco UV will send a replacement lamp free of charge,
- Lamp failure after 9,000 h: Glasco UV will issue a credit proportional to the hours not used.

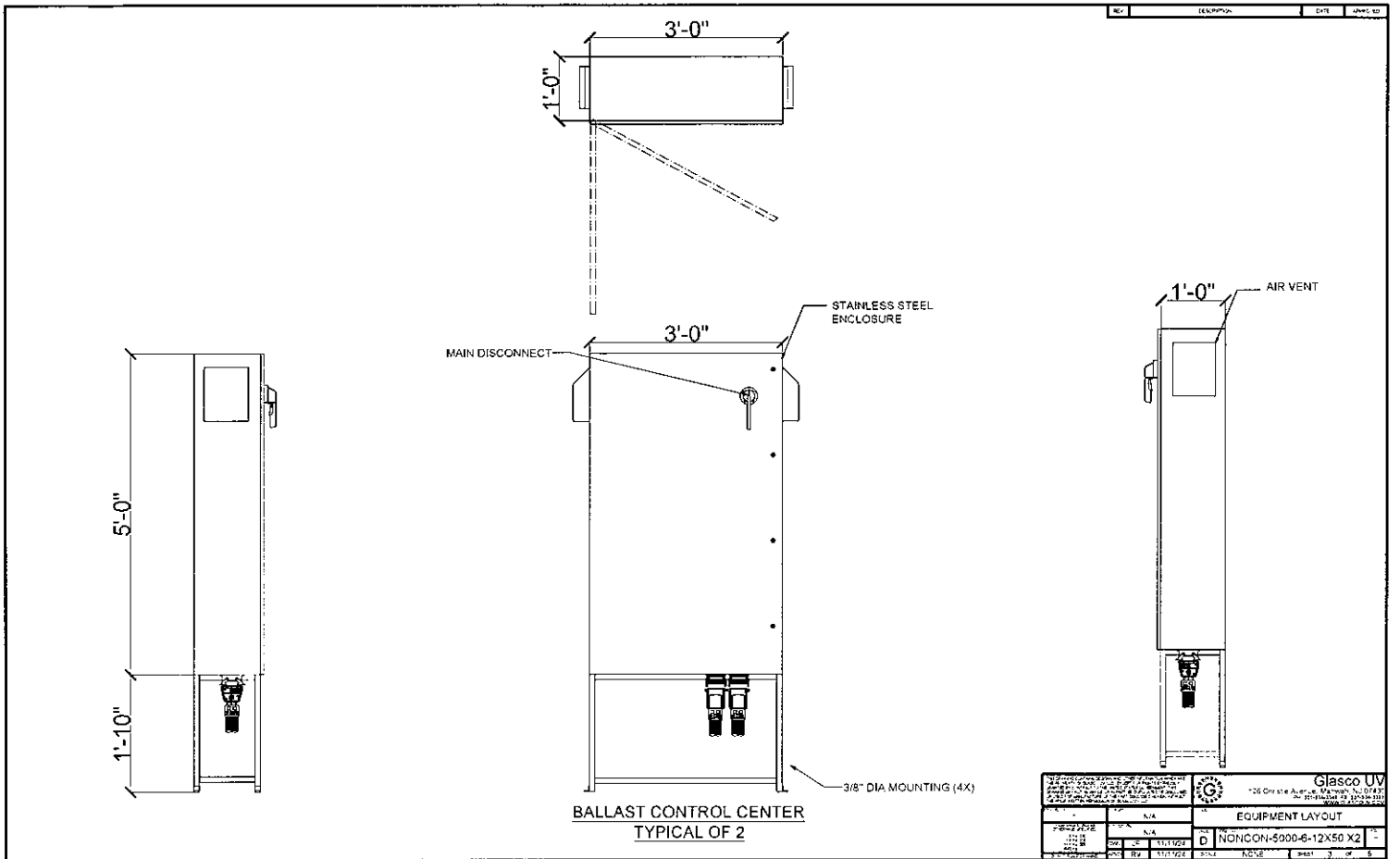
Upon return to our facilities in Mahwah, NJ, we will dispose/recycle all used and failed lamps at no charge to the client.

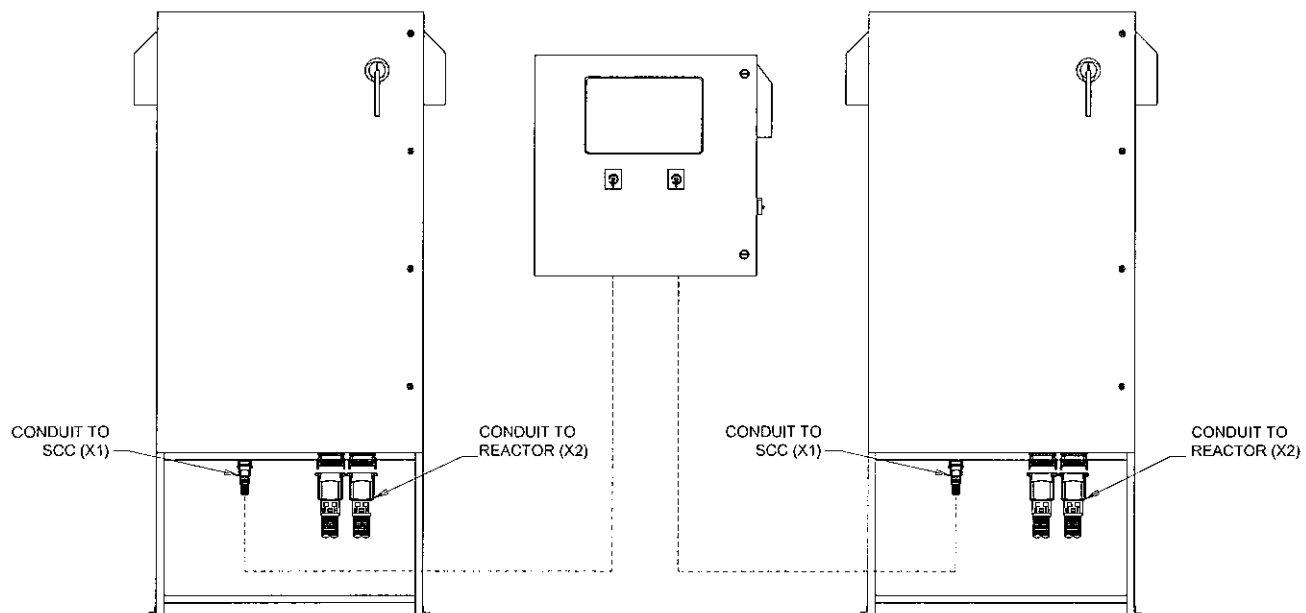
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Glasco UV 126 CHATEAU AVENUE, SUITE 100 NEWTON, MA 02459 TEL: 617.552.1234 FAX: 617.552.1235 WWW.GLASCO-UV.COM		EQUIPMENT LAYOUT D NONCON-5000-6-12X50 X2	
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CONTROL CENTER LAYOUT

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Medical/Rx Plan Change Estimation

Group Name:	Newberry Township	
Current Medical Plan(s):	PPO \$750/\$1000; \$10/\$10 OV; \$100 ER & Retail \$10/\$20/\$40; MO \$25/\$50/\$100	9.7% Increase
	PPO \$250/\$500; \$10/\$10 OV; \$35 ER & Retail \$10/\$20/\$40; MO \$25/\$50/\$100	
Effective Date of Change:	1/1/2026	
Date Prepared:	9/15/2025	

Current Plan(s) Being Altered

See above

Illustrated Plan Option(s)	Approximate Change in the Aggregate Factors	Please Initial Plan Desired
PPO \$1000/\$1250; \$20/\$40 OV; \$100 ER & Retail \$10/\$40/\$80; MO \$25/\$80/\$150	+5.6%	
PPO \$500/\$750; \$20/\$40 OV; \$100 ER & Retail \$10/\$40/\$80; MO \$25/\$80/\$150		
PPO \$1000/\$1250; \$20/\$40 OV; \$100 ER & Retail \$10/\$40/\$80; MO \$25/\$80/\$150	+4.8%	
PPO \$500/\$750; \$20/\$40 OV; \$100 ER & Retail \$10/\$40/\$80; MO \$25/\$80/\$150		
QHDHP PPO \$2000/\$4000; \$20/\$40 OV; \$100 ER & Retail \$10/\$40/\$80; MO \$25/\$80/\$150		

- (1) The figures provided above are estimations only, and must be approved by the reinsurer before they may be implemented.
- (2) The differentials provided above are applied to the overall billed Aggregate Factors only; it does not equate to the same percentage change in the overall total billed rate. The specific premium, aggregating specific (if applicable), aggregate premium, and management fees are not affected by the plan change; an adjustment in the ASO Fee may be justified if the change to be implemented is an alteration in plan design (ie PPO, POS, HMO, etc.)
- (3) The plan designs listed above are a few examples of different plan designs and their savings; they are in no way encompassing of all possible alterations. Additional options may be presented at the request of the group.

Date: October 28, 2025
YORK COUNTY STORMWATER CONSORTIUM
*For Implementation of the
York County Regional Chesapeake Bay Pollutant Reduction Plan*

MEMORANDUM

To: Board of Supervisors / Township Manager — Newberry Township

From: Pam Shellenberger, YCSWC Administrator
Kipp Allison, YCSWC Chair

Re: Intergovernmental Cooperation Agreement Amendment #3

Date: June 27, 2025

Thank you for your on-going participation in the York County Stormwater Consortium (YCSWC) to implement the Regional Chesapeake Bay Pollutant Reduction Plan (CBPRP). We continue to believe that the Consortium has been, and continues to be, effective for all involved.

On May 18, 2024, PA DEP gave notice that it is extending the existing MS4 Permits until the Permit is reissued to adequately address issues related to reissuance of the Permit. Then, on January 18, 2025, PA DEP published draft MS4 Permit documents for review and comment, but has not yet published responses to the comments, as required. Thus, **the timeline for reissuance of the Permit and preparation of the required plan to meet new Permit requirements remains unknown.**

As such, the YCSWC Management Committee is requesting that participating municipalities amend Section 9.a. of the Agreement to **extend the Agreement term from December 31, 2025, to December 31, 2030.** This will provide ample time to complete and submit the final MS4 report for the existing Regional CBPRP (due September 2026) and close out funded project contracts. Additionally, it should provide sufficient time to prepare the “new” plan, have the “new” plan approved by DEP, and develop a fee schedule to implement the “new” plan.

This Amendment to extend the Agreement Term to December 31, 2030, will not result in any additional financial obligations. A subsequent amendment will be necessary to address the reissued Permit requirements, including a “new” plan and the fee schedule to implement it. Until that time, all participants have paid in full.

Per Section 9.b. of the Agreement, participating jurisdictions may extend the term of the Agreement by resolution. The accompanying Resolution and Amendment were drafted with the assistance of Attorney Jeff Rehmeier at CGA Law. **If the municipal governing body is amenable to extending the term of the Intergovernmental Cooperation Agreement to December 31, 2030, we would ask that your municipality proceed by approving the attached Resolution, which would then allow for the attached Amendment to be signed.** After both are executed, please return a copy of each to Pam Shellenberger, by electronic mail (pshellenberger@ycpc.org) or regular mail (York County Planning Commission, 28 East Market Street, York, PA 17401).

Should you have questions, please feel free to contact Kipp (kallison@windsortownship.com) or Pam (pshellenberger@ycpc.org).

(Newberry Township)
YORK COUNTY, PENNSYLVANIA

RESOLUTION # 2025-36

**RESOLUTION TO EXTEND THE TERM OF THE AMENDED AND RESTATED
INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE
IMPLEMENTATION OF THE
YORK COUNTY REGIONAL CHESAPEAKE BAY
POLLUTANT REDUCTION PLAN**

WHEREAS, the Municipality is party to an Intergovernmental Cooperation Agreement for the Implementation of the York County Regional Chesapeake Bay Pollutant Reduction Plan dated as of December 8, 2020 (the “Agreement”); and

WHEREAS, the MS4 PAG-13 under which a Chesapeake Bay Pollutant Reduction Plan is a requirement, was originally set to expire on March 15, 2023; and

WHEREAS, the PA Department of Environmental Protection gave notice in the September 24, 2022, PA Bulletin that it is extending the existing PAG-13 Permit for 24 months to March 15, 2025, to adequately address issues related to the renewal of PAG-13; and

WHEREAS, the PA Department of Environmental Protection gave notice in the May 18, 2024, PA Bulletin that it is extending the existing PAG-13 Permit until PAG-13 is reissued to adequately address issues related to the reissuance of PAG-13; and

WHEREAS, Section 9.a. of the Agreement, as amended in 2023, stipulates that the term of the Agreement ends on December 31, 2025; and

WHEREAS, the Parties desire to extend the term of the Agreement to cover the additional time period for submitting the York County Regional Chesapeake Bay Pollutant Reduction Plan Final Report; for the PA Department of Environmental Protection to reissue PAG-13, and for the York County Stormwater Consortium to develop any plan required by the reissued PAG-13 and prepare cost scenarios to implement the plan; and

WHEREAS, this Amendment will not result in any additional fees to be paid by the Participants;

NOW, THEREFORE, be it resolved as follows:

SECTION 1: Term. The Term of this Agreement shall be amended such that it shall end on December 31, 2030, in accordance with the Amendment attached as Exhibit "A," and incorporated by reference herein. All Participants approving this Amendment may participate for such time period, unless the Participant opts out or is terminated prior to the end thereof.

SECTION 2: Effective Date. This Resolution shall take effect immediately upon adoption.

ADOPTED AND ORDAINED this ____ day of _____, 2025.

WITNESS/ATTEST:

Newberry Township
YORK COUNTY, PENNSYLVANIA

Signature

Signature

Print Name/Title

By: _____
Print Name/Title

Amendment authorized by Resolution No. 2025-36, passed at a meeting of the governing body on _____ day of _____, 2025.

CERTIFICATE

I, the undersigned, Secretary of the Board of Supervisors of the Township of Newberry, York County, Pennsylvania (the "Township"), certify that the foregoing is a true and correct copy of a Resolution of the Board of Supervisors of the Township which was duly enacted by _____ to _____ affirmative vote majority of the members of the Board of Supervisors of the Township, at a regular meeting held on _____, 2025, that said Resolution has been recorded in the Resolution Book of the Township; that said Resolution was duly published as required by law; 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 the Township on this _____ day of _____, 2025.

Aaron Schwartz, Secretary

**AMENDMENT TO THE
AMENDED AND RESTATED INTERGOVERNMENTAL
COOPERATION AGREEMENT
FOR THE IMPLEMENTATION OF THE
YORK COUNTY REGIONAL CHESAPEAKE BAY
POLLUTANT REDUCTION PLAN**

THIS AMENDMENT is made the _____ day of _____, 2025, by and among the York County Planning Commission (“YCPC”) and the municipalities executing this Amendment, which executed the Amended and Restated Intergovernmental Cooperation Agreement for the Implementation of the York County Regional Chesapeake Bay Pollutant Reduction Plan (the “Agreement”) (collectively, the “Participants” or the “York County Stormwater Consortium” or the “Consortium”). The YCPC and each Participant shall individually be referred to as a “Party” and shall collectively be referred to as the “Parties.”

BACKGROUND

A. The Agreement was proposed to appropriate Municipalities that adopted a Resolution to opt-in to the Regional Chesapeake Bay Pollutant Reduction Plan (the “Regional Plan”), including those that hold a Pennsylvania Department of Environmental Protection (“DEP”) MS4 Permit (regarding stormwater discharges), which are required to prepare and implement a Chesapeake Bay Pollutant Reduction Plan (“CBPRP”), and those with MS4 Permit Waivers as well as some non-urbanized municipalities; and

B. YCPC has led a group of interested local government units through the process of developing the Regional Plan, as an alternative to each of the local government units with an MS4 Permit developing their own Plan; and

C. The Plan was submitted to DEP on December 8, 2020, and approval obtained; and

D. Section 9.a of the Agreement, was amended in 2023, which stipulates that the term of the Agreement ends on December 31, 2025; and

E. The parties enter into this 2025 Amendment to extend the term of the original Agreement and Amendments.

INTENDING TO BE LEGALLY BOUND, the parties agree as follows:

1. **Term.** The Term of the Agreement is hereby extended such that it shall end on December 31, 2030.

2. **Full Force and Effect.** Except as set forth herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to the Intergovernmental Cooperation Agreement for the Implementation of the York County Regional Chesapeake Bay Pollutant Reduction Plan to be executed on _____, 2025.

WITNESS/ATTEST:

Newberry Township
YORK COUNTY, PENNSYLVANIA

By: _____
Signature

By: _____
Signature

Print Name/Title

Print Name/Title