



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

**TRANSMITTAL LETTER
FOR SEWAGE FACILITIES PLANNING MODULE**

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH. ID #

TO: Approving Agency (DEP or delegated local agency)

Date _____

Clean Water Program

909 Elmerton Avenue

Harrisburg, PA 17112

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Hoover Engineering Services, Inc.

(Name)

Professional Engineers and Surveyors for Stephen and Lindsey Hepburn

(Title)

(Name)

a subdivision, commercial, or industrial facility located in Newberry TownshipYork County.

(City, Borough, Township)

Check one

- ☒ (i) The planning module, as prepared and submitted by the applicant, is approved by the municipality as a proposed ☒ revision ☐ supplement for new land development to its Official Sewage Facilities Plan (Official Plan), and is ☒ adopted for submission to DEP ☐ transmitted to the delegated LA for approval in accordance with the requirements of 25 Pa. Code Chapter 71 and the *Pennsylvania Sewage Facilities Act* (35 P.S. §750),

OR

- ☐ (ii) The planning module will not be approved by the municipality as a proposed revision or supplement for new land development to its Official Plan because the project described therein is unacceptable for the reason(s) checked below:

Check Boxes

- ☐ Additional studies are being performed by or on behalf of this municipality which may have an effect on the planning module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.
- ☐ The planning module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, 25 Pa. Code Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.
- ☐ Other (attach additional sheet giving specifics).

Municipal Secretary: Indicate below by checking appropriate boxes which components are being transmitted to the approving agency.

- | | | |
|---|---|--|
| ☒ Resolution of Adoption | ☐ 3 Sewage Collection/Treatment Facilities | ☐ 4A Municipal Planning Agency Review |
| ☒ Module Completeness Checklist | ☐ 3s Small Flow Treatment Facilities | ☒ 4B County Planning Agency Review |
| ☒ 2 Individual and Community Onlot Disposal of Sewage | | ☐ 4C County or Joint Health Department Review |

Municipal Secretary (print)

Signature

Date

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (~~COMMISSIONERS~~) (~~COUNCILMEN~~) of Newberry
(TOWNSHIP) (~~BOROUGH~~) (~~CITY~~), York COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Stephen and Lindsey Hepburn has proposed the development of a parcel of land identified as
land developer

Subdivision of 405 York Road, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), ☐ sewer tap-ins, ☐ sewer extension, ☐ new treatment facility, ☒ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☐ other, (please specify). _____

WHEREAS, Newberry Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (~~Commissioners~~) (~~Councilmen~~) of the (Township) (~~Borough~~) (~~City~~) of Newberry hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, _____
(Signature)

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (~~City~~) Resolution # _____, adopted, _____, 20____.

Municipal Address:

Newberry Township
1915 Old Trail Road
Etters, PA 17319
Telephone 717-938-6992

Seal of
Governing Body



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

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

August 24, 2026

Dear Municipal Leadership,

This year, the York County SPCA celebrates 100 years of serving the York County community. Throughout our century of service, we have been proud to play a vital role in ensuring public health and safety in York County municipalities by sheltering sick, injured, dangerous, abandoned, and lost animals. The York County SPCA is the county's only animal shelter and high-volume, low-cost spay/neuter clinic. We are proud to partner with York County municipalities to serve animals and families in need.

Rather than establishing a government-run animal services department, York County municipalities have benefited from a cost-effective public-private partnership. The YCSPCA fundraises nearly 75% of its operating budget through private philanthropy. In 2026, municipal contracts accounted for less than 9% (\$485,000) of our overall operating budget, though 70% of the animals that entered our care were from municipal partners. For 2027, municipal contract costs are increasing by 7% to help cover inflation and increased support needs. We are committed to providing advance notice of any significant changes to ensure that municipal leaders can plan budgets and communicate with stakeholders confidently.

Enclosed are the 2027 animal care and housing agreement, your municipality's invoice, and a service summary to support communications with stakeholders and taxpayers. This agreement remains largely the same as 2026. To ensure continued service, please review the agreement materials, **sign and return the contract, and submit payment by December 31, 2026**. 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

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

2027 Animal Care and Housing Agreement

This agreement is made on the 20th day of August 2026 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 \$14,258. The Local Governing Body shall return a fully executed copy of this agreement and payment to the York County SPCA by December 31, 2026. 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, 2027, at 12:00 a.m. and continue for a period of twelve (12) months until December 31, 2027, 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 a.m. – 4:30 p.m.:
 - a. The York County SPCA will impound stray canines and felines apprehended by residents, animal control officers, police officers, and state 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 <https://ycspca.org/resources/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. The York County SPCA will continue investigating and prosecuting animal cruelty offenders for the Local Governing Body, in conjunction with the local police department, if applicable. The York County SPCA employs York County's only full-time Humane Society Police Officer, Officer Patrick Noll. Officer Noll's regular work schedule is 8 a.m. – 4:30 p.m., Tuesday through Saturday.
 - 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 Food 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.
4. The York County SPCA is closed and unable to accept animals or provide services on the following holidays each year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The York County SPCA also closes early on Christmas Eve and New Year's Eve. On these closure dates, Animal Control Officers, law enforcement agencies, and members of the public are responsible for making alternative arrangements for the temporary care and holding of stray animals. The York County SPCA will resume accepting animals on the next day following the holiday closure.
 5. The York County SPCA does not provide after-hours animal intake, response, or staffing services outside of its normal operating hours. Animal Control Officers, law enforcement agencies, and municipalities are responsible for establishing and maintaining procedures for responding to animal-related incidents that occur outside the York County SPCA's operating hours. This includes, but is not limited to, the capture, transportation, temporary housing, and management of stray, injured, dangerous, or aggressive animals until the York County SPCA is open and able to accept animals in accordance with its intake policies.
 6. 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 Pennsylvania State law. Animal quarters shall be sanitized and cleaned at least once daily and spot-cleaned throughout the day as necessary.
 7. The York County SPCA shall provide adequately trained staff of sufficient size to provide all services required under this agreement.
 8. 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.
 9. 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.
 10. 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.
 11. The York County SPCA has sole discretion to waive any fines or fees that the York County SPCA may assess the Local Governing Body.
 12. The York County SPCA shall not be mandated to perform any service that contradicts the organization's mission and/or core values. The York County SPCA's mission and core values can be found at <https://ycspca.org/who-we-are/>.
 13. 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.
 14. 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.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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, 2027, 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.
21. 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.
22. This Agreement may be terminated after January 31, 2027, upon thirty (30) days prior written notice by either party.
23. 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

August 20, 2027

Date

Authorized Signature of Local Governing Body

Print Name and Title

Date



INVOICE

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

Date: August 24, 2026
Payment Terms: Due upon Receipt

Newberry Township

Description	Amount
2027 Animal Care and Housing Agreement Fee	\$14,258

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 📄

Newberry Township

Municipality Statistics

	7/1/25-6/30/26	5 Years 7/1/21-6/30/26	2025 Data
Stray Intakes	63	229	1,589
Owner Surrenders	14	142	888
Return to Owner	9	Not Available	405
Owned Animal - Spay/Neuter	170	750	5,919
TNR Cats S/N (Brought in by Municipality Residents)	110	558	7,253
Pet Food Pantry Visits	153	Not Available	Not Available
Low Cost Emergency Veterinary Care (CARMA)	9	32	316

Countywide Cruelty/Neglect Statistics

	2026*
Welfare Checks	145
Investigations	72
Charges Filed	6
Animals Surrendered or Removed	149
State & Local Case Assists	4
Agency Case Assists (CPS, Office of Aging, etc.)	2

- Data provided is from April 14, 2026, through June 30, 2026, representing our new Humane Society Police Officer's first 2.5 months of employment.

Minimum Required Government Obligation

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. If dogs were only held for 48 hours, it would still cost \$1.2M to legally operate the shelter. The total contract fees collected by the York County SPCA represent only 9% of our budget, even though municipal intake accounts for 70% of our total animal intake. We subsidize these low contract fees through our fundraising efforts.

The table below demonstrates the value of our public-private partnership.

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: 2027 Contract Cost	(\$14,258)
Value for Municipality	\$26,542

YORK COUNTY SPCA SERVICES SUMMARY

The York County SPCA provides essential government-function services that help ensure safe, healthy communities. Rather than incurring the expense of building, staffing, and maintaining animal sheltering and related services, municipalities partner with the YCSPCA to provide these functions through a proven, community-based nonprofit model that delivers high-quality services while reducing costs for taxpayers.

Clinic Trap Neuter Return:

Trap-Neuter-Return (TNR) is the only proven humane method of reducing free-roaming cat populations. Community cats reproduce rapidly, contributing to overpopulation, nuisance concerns, animal suffering, and high kitten mortality. Cats in this program are spayed or neutered, vaccinated against rabies and distemper, treated for internal and external parasites with selamectin, examined, ear-tipped, and returned to their outdoor homes. **In 2025, 13,172 spay/neuter surgeries were completed, including 7,253 community cats, 4,108 of which were female.**

Animal Cruelty Investigations and Field Services:

The York County SPCA's Humane Society Police Officer (HSPO) conducts animal welfare, neglect, and cruelty investigations throughout York County, supporting public safety and animal welfare while assisting local law enforcement. When necessary, animals are removed from unsafe conditions and provided care at the YCSPCA. **Since hiring an HSPO in 2026, 145 welfare checks, 72 cruelty and neglect investigations, 6 cruelty charges, 149 animal removals or surrenders, and 6 joint investigations with law enforcement and welfare agencies have been completed.**

SafePet (Emergency Crisis Animal Boarding):

The SafePet program provides temporary shelter for pets whose owners are fleeing domestic violence, experiencing homelessness, or have been displaced by a natural disaster or other crisis. By ensuring pets have a safe place to stay, the program removes a significant barrier that often prevents individuals from seeking assistance or safe housing. **In 2025, SafePet provided care for 38 pets with an average length of stay of 61 days.**

Pet Food Pantry:

The Pet Food Pantry provides free pet food to residents experiencing financial hardship, helping families keep their pets while reducing owner surrenders to area shelters. Through donated food, the program supports responsible pet ownership and strengthens the human-animal bond within our community. **In 2025, 1,463 people and 7,062 animals were assisted through the distribution of 57,186 pounds of pet food, a 21% increase over 2024.**

Shelter Neuter Return (SNR):

The Shelter Neuter Return (SNR) program provides medical treatment for injured and ill community cats that would otherwise go without care. Cats receive veterinary evaluation, treatment, surgery when needed, spay/neuter services, and rabies vaccination before being returned to their outdoor homes once medically cleared. **In 2025, 232 community cats received life-saving medical care and vaccinations through this program.**

**NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2026-24

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY
TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AUTHORIZING A
LOCAL SHARE ACCOUNT CATEGORY 4 FACILITIES PROGRAM
GRANT APPLICATION FOR A NEW ASPHALT PAVER.**

WHEREAS, Newberry Township (the "Township") desires to purchase a new asphalt paver for the Township Highway Department; and

WHEREAS, the proposed paver will support roadway paving, resurfacing, maintenance, and other public works operations throughout the Township; and

WHEREAS, the Board of Supervisors desires to seek Local Share Account Category 4 Facilities Program funding and finds the project to be 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 Commonwealth Financing Authority for a Local Share Account Category 4 Facilities Program grant in an amount not to exceed Two Hundred Eighty Thousand Six Hundred Dollars (\$280,600.00).

Section 2. Project Scope. Grant funds shall be used for the purchase of one new Weiler P385C Asphalt Paver for the Newberry Township Highway Department.

Section 3. Authorized Officials. Aaron Schwartz, Township Manager, and Mario Eckert, Chairman of the Board of Supervisors, are authorized to execute, certify, and submit the application and all documents necessary to obtain and administer the grant.

Section 4. Matching Funds / Project Shortfall. No matching funds are required for the program; however, if the grant award is less than the final eligible project cost, Newberry Township commits to provide sufficient local funds to cover the shortfall necessary to complete the approved project.

Section 5. 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

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)

KLUGH ANIMAL CONTROL SERVICES CONTRACT

127 N Belvedere Ave

York Pa 17401 phone 717-916-1413 Email:michelleemoore@yahoo.com

RETAINER CONTRACT

**CONTRACT BY AND BETWEEN KLUGH ANIMAL CONTROL SERVICES, HEREINAFTER
REFERRED TO AS 'KACS' OR 'CONTRACTOR'**

HEREINAFTER REFERRED TO AS 'MUNICIPALITY'

THE PARTIES HERETO AGREE AS FOLLOWS: *Newberry*

The sum of \$ 600 will be paid to KACS for retention of services ('retainer fee') by December 15, 2026 included with an executed contract. For retention of services from January 1, 2027 Thru December 31, 2027

This document must be executed by the Municipality and returned to/received by Contractor, along with the aforesaid retainer fee and payment in full of any outstanding monies which may be owed (based on prior agreements/services rendered/invoices by Contractor to Municipality), prior to Contractor's commencement of designated services, duties or responses.

DETAILED TERMS AND CONDITIONS: Dogs only due to spca does not accept cats from KACS

1. All hourly fees and mileage charges as enumerated hereafter will commence when the call is received and ends when Contractor personnel return to home base. In the event the shelter is closed, time and mileage are cut off until transport resumes. The hours are 8.00 am to 4.00 pm will be charged 35.00 per personnel per hour after 4.00 pm the hourly rate 52.50 per hour per personnel
2. A fee of \$1.10 per mile will be charged for each call. The \$1.10 per mile charge is based on the price for regular gas (being/not exceeding) \$4.15/gallon. If regular gas prices increase to more than \$4.99/gal at any time during the term of this Contract, then the Municipality agrees to pay an increased mileage charge 1.50 per mile
3. Calls received after 4:00pm until 8:00am will be billed an overtime rate of \$52.50 per Personnel

A KACS reserves the right to refuse to take or transport any animal due to safety issue due to aggression by animal or person

4. Based on the situation, details, safety considerations and existing condition factors, Municipality understands and agrees that two personnel are needed and will be utilized. Contractor will bill Municipality accordingly.

5. Calls received on Sundays will be charged \$95.00 per personnel.

6. Dog bites, quarantines, and warnings will no longer be done after normal business hours, (8 Am-4Pm) this is a cost saving measure so we do not have to bill the municipality for overtime, said calls will be handled the next business day. In the event Municipality (through any individual who identifies his/herself as having authority), should request that Contractor handle these issues after the stated normal business hours, and Contractor agrees to same, then Municipality will be charged at a rate of \$90.00 per hour per personnel.

7. KACS will provide hourly service 6 days a week except on the following days:

Thanksgiving day , Christmas eve Christmas due to the fact the spca is closed, New Year's Eve New Year's Day till 1/2/2027 at 8:00 AM. In the event of an Emergency Case occurring on any of the aforesaid days, then the amount charged will be doubled at the overtime rate per personnel. That rate is 105.00 ALL other holiday will be charged Sunday charge per hour due to the SPCA not being open the amount will be 95.00 per hour

KACS will take two-week Vacation during the year and will notify Municipality 15-days in advance of the selected dates. vacation will be May 9 to may 17 2027 Contractor will try its best to arrange for coverage in its absence. If not the finders can hold the animal, the State Dog Warden will be available during business hours.

Contractor shall have a weekly 'decompression day' and has determined it would be best to do this every Wednesday, the slowest day. Starting Tues at 4.00 since Spca is closed till 8.00 am Thurs Accordingly, every Wednesday there will Municipality will be charged 200.00 per hour (per personnel.) called out

8. There will be fee for holding animals. That are aggressive /destructive since spca will not allow KCAS for after hours drop off 50.00 if able to hold at my facility is not needs to held at township or borough .

9.KACS doesn't write citations for dog at large rabies or dog license or dangerous dog that will be on police or Municipality will be available for court to testify as witnesses

10. Under Penns. Dog LAW Article III Section302 Owner of a dog at large will pay a penalty RTO fee KACS will try to collect this fee with every RTO and will be deducted from the Municipality monthly bill. Will collect \$75.00 RTO FEE The hours for pick up Their pets are from 8:00am to 4.00pm

11.All attempts will be made to return the animal to its rightful owner all unclaimed animals will be taken to the shelter any fees that the shelter requires will be paid by the municipality or the animal's owner retrieving their pet. Shelter Contract is separate from this Contract.

12. Dogs will be handled according to the terms set forth by Pennsylvania Dog Law.

13. Municipality understands that Contractor personnel may/will be armed with a firearm and/or pepper spray. The firearms will only be used for protection and in a case of a ferocious/rabid animal. Personnel will have the proper permits issued by the Sheriff's Office.

14. Dogs must be in custody. Contractor will NOT chase animals. this is a money saving and safety measure. If police request the capture of animal, KACS will attempt to secure the animal. Contractor does NOT TRANSPORT OR TAKE OWNED ANIMALS - THAT IS THE OWNER'S RESPONSIBILITY.

15. If the Municipality has any ordinances and/or directives and/or instructions which are applicable and relevant to the services being provided, same must be provided to Contractor via hard copy and email.

16 KACS Maintains 1,000,000.00 Liability Insurance, which coverage runs from 8/10/26 till 8/10/27 to renew yearly

17 Contractor shall be solely responsible for the payment of Local/ Federal/ State Taxes and acknowledges that the township shall not withhold any such taxes from compensation paid to Contractor. This includes, but not limited to, Federal quarterly Estimated Tax Payment 1040ES and State Quarterly Estimated Tax Payments Pa40ES Social Security Medicare and Self-Employment taxes. Further as an Independent, Contractor is not entitled to any retirement Benefits, Disability, Health Insurance, Sick Pay or Vacation Pay or any other Township Benefits whatsoever. Contractor's Relationship with Township shall not form a basis for any claim for unemployment or Workers Comp Benefits.

18 Contractor Waives any-and-all claims against Township for any injuries that Contractor or its personnel may sustain while performing their services under this agreement and which are a direct result of negligence on part of Contractor. Further, Contractor agrees to indemnify and hold Municipality harmless for any-and-all loss or damage to person or property to the extent same has been caused as a direct result of the negligent acts or omissions on the part of Contractor and its personnel.

19. KACS reserves the right to increase the aforesaid rates at any point throughout the period of this contract upon 15 day advance written notice detailing the increase specifics to Municipality. In the event Municipality does not agree to the terms of the rate increase changes within 15 days of the date of the notification letter, then Contractor has the sole and exclusive option of continuing under the terms and conditions of the existing executed contract or unilaterally terminating same, such termination becoming effective upon expiration of the aforesaid 30-day period, after which Contractor's duties and services hereunder shall cease.

20 Invoices will be generated by Contractor once each month and will be available for the Supervisor or Councils regular monthly meeting. A detailed report of calls will be included in billing, citations will be left to the township. Payment (in full) from Municipality is due, and payment must be received, within 30 days of receipt of invoice. Payments received after 30 days are subject to a 7% penalty. If payment in full is not received within 35 days after billing date, the services to be performed by Contractor herein will cease immediately until payment in full is provided to Contractor.

KACS DOESN'T DO HUMANE OFFICER DUTY neglect abandonment cruelty

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND HEREBY, affix their hands and seals to this document, said signatories having the express authority to execute this document and bind the Municipality and Contractor.

ON BEHALF OF MUNICIPALITY:

Dated _____

Print __Michelle Klugh_____

Title __Owner_____

TOWNSHIP OR BOROUGH

Signed_____

Print Name _____

Title

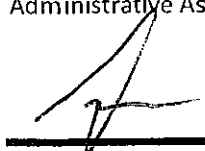
Date

2027 Propane Prices

Vendor	Address	Price
Central Penn Propane	2860 Yellow Goose Rd Lancaster, PA 17601	\$1.59 /per gallon
Mid - Atlantic Cooperative Solutions DBA Aero Energy	230 Lincoln Way East New Oxford, PA 17350	\$1.559 /per gallon
Suburban Propane, L.P.	2600 W Market Street York, PA 17404	\$ NO BID /per gallon
Superior Plus Propane	5 Flour Mill Road York, PA 17404	\$1.46 /per gallon
Rhoads Energy	205 Hazel Street Lancaster, PA 17603	\$1.14 /per gallon
Dolan Oil Service	955 York Haven Road York Haven, PA 17370	\$ NO BID /per gallon
Direct Energy Business	804 Carnegie Center Princeton, NJ 08540	\$ NO BID /per gallon
Shipley Energy	415 Norway Street York, PA 17403	\$1.599 /per gallon
SAC Energy	111 Limekiln Road New Cumberland, PA 17070	\$1.469 /per gallon

September 18th, 2026 and read
by Administrative Assistant
Wendy Etter and Township
Manager Aaron Schwartz.


Wendy Etter
Administrative Assistant


Aaron Schwartz
Township Manager

NEWBERRY TOWNSHIP

QUOTATION / PROPOSAL FORM**TO THE NEWBERRY TOWNSHIP BOARD OF SUPERVISORS:**

The undersigned hereby offers to furnish Newberry Township with approximately 15,000 gallons of propane in accordance with the specifications contained in this quotation packet.

GUARANTEED PRICE PER GALLON

\$ 1.14 per gallon

Price shall remain guaranteed from January 1, 2027 through December 31, 2027.

Company Name	Rhoads Energy
Address	205 Hazel Street, Lancaster PA 17603
Contact Name	Heather J. Rineer
Phone	717-397-5277 office 717-940-2776 mobile
Email	rineer@rhoadsenergy.com
Authorized Signature / Title	<i>Heather Rineer, Brand Manager</i>

Date Submitted:

September 2, 2026

Vendor Signature Date:

*Heather J. Rineer 9/2/26***TOWNSHIP USE ONLY**

Date Accepted:

Signature:

Authorized Township Representative:

Title:

**NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

ORDINANCE NO. 443

**AN ORDINANCE OF NEWBERRY TOWNSHIP, YORK COUNTY,
PENNSYLVANIA AUTHORIZING INTERGOVERNMENTAL
COOPERATION FOR REGIONAL EMERGENCY MANAGEMENT
AGENCY**

WHEREAS, Newberry Township (hereinafter "Township") is a township of the second class in the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to Section 1507 of the Second Class Township Code, as amended, 53 P.S. § 66507 and the Intergovernmental Cooperation Law, 53 Pa. C.S.A. § 2301, et seq., the Township is authorized to enter into joint intergovernmental cooperation agreements with other municipalities; and

WHEREAS, the Board of Supervisors believes that it is in the best interest of the Township to participate in the joint agreement with other York County municipalities to reauthorize its Regional Emergency Management Agency, for the purposes outlined in the new agreement which includes joint preparation and response to emergencies.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, and it is hereby enacted and ordained by the Board of Supervisors of Newberry Township as follows

SECTION 1. The Township is hereby authorized to enter into the Intergovernmental Cooperation Agreement (the "2026 ICA") pursuant to its terms. A copy of the 2026 ICA is attached hereto, marked Exhibit "A", and incorporated herein by reference.

SECTION 2. The Chairperson of the Board of Supervisors of Newberry Township is hereby empowered to execute any and all documents necessary to enter into the 2026 ICA.

SECTION 3. This Ordinance shall take effect immediately upon adoption, or upon the effective date of the 2026 ICA, whichever occurs last.

ENACTED AND ORDAINED, this _____ day of _____, 2026.

ATTEST:

BOARD OF SUPERVISORS OF
NEWBERRY TOWNSHIP

Aaron Schwartz, Secretary

BY: _____
Mario Eckert, Chairperson

SEAL

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 _____, 2026, and 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 ____ day of _____, 2026.

Aaron Schwartz, Secretary

**NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2026-25

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY
TOWNSHIP, YORK COUNTY, PENNSYLVANIA, ADOPTING AN
UPDATED FIRE DEPARTMENT EMERGENCY RESPONSE
REIMBURSEMENT FEE SCHEDULE PURSUANT TO ORDINANCE NO.
407 AND SUPERSEDING RESOLUTION NO. 2019-14.**

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 adopted Ordinance No. 407 to establish and implement a program authorizing reimbursement for qualifying emergency response costs incurred by fire companies operating within the Township; and

WHEREAS, Ordinance No. 407 authorizes the Township to approve reasonable reimbursement rates for personnel, apparatus, tools, equipment, materials, supplies, and other qualifying emergency response costs; and

WHEREAS, on July 23, 2019, the Board of Supervisors adopted Resolution No. 2019-14, which established a Fire Department reimbursement fee schedule pursuant to Ordinance No. 407; and

WHEREAS, the Board of Supervisors desires to update the reimbursement fee schedule to reflect current personnel, apparatus, equipment, material, cleanup, repair, and replacement costs, while maintaining a reasonable and itemized cost-recovery program consistent with Ordinance No. 407.

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

Section 1. Updated Emergency Response Reimbursement Fee Schedule Adopted. The Board of Supervisors hereby adopts the Newberry Township Fire Department Emergency Response Reimbursement Fee Schedule attached hereto as Exhibit A and incorporated herein by reference. The rates in Exhibit A shall be used for qualifying incidents and operations for which reimbursement is authorized by Ordinance No. 407 and applicable law.

Section 2. Resolution No. 2019-14 Superseded. Resolution No. 2019-14 and the reimbursement fee schedule adopted thereunder are hereby superseded as of the effective date of this Resolution. Nothing in this Resolution shall repeal, amend, or otherwise alter Ordinance No. 407.

Section 3. Billing and Documentation. All reimbursement claims shall be itemized and supported by reasonable incident documentation identifying the personnel, apparatus, equipment, materials, supplies, services, or other recoverable costs associated with the incident. Billing and collection shall be conducted only as authorized by Ordinance No. 407 and applicable law.

Section 4. Prospective Application. The rates adopted by this Resolution shall apply only to qualifying incidents occurring on or after the effective date of this Resolution. Incidents occurring before the effective date shall remain subject to the reimbursement fee schedule in effect on the date of the incident.

Section 5. Administration. The Township Manager, Township Secretary, Township Solicitor, and other proper Township officials are authorized to take such administrative actions as may be reasonably necessary to implement this Resolution and the attached fee schedule, consistent with Ordinance No. 407 and applicable law.

Section 6. Periodic Review. The Township and Fire Department shall review the Emergency Response Reimbursement Fee Schedule periodically, and not less than once every two (2) years, and shall present recommended revisions to the Board of Supervisors when changes in personnel, apparatus, equipment, material, repair, replacement, or service costs warrant revision.

Section 7. Severability. If any provision of this Resolution or Exhibit A is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Section 8. 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

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)

EXHIBIT A
NEWBERRY TOWNSHIP FIRE DEPARTMENT
EMERGENCY RESPONSE REIMBURSEMENT FEE SCHEDULE

Adopted pursuant to Ordinance No. 407

A. GENERAL BILLING PROVISIONS

1. These rates apply only to qualifying incidents and operations for which reimbursement is authorized by Ordinance No. 407 and applicable law.
2. Reimbursement shall be sought only from an applicable insurance company or carrier, as permitted by law. Nothing in this schedule requires reimbursement for municipal services normally provided as part of the Township's general operations.
3. Apparatus and personnel charges shall be based upon actual time committed to the incident. Unless otherwise stated, hourly charges shall have a one-hour minimum and shall thereafter be calculated in fifteen-minute increments.
4. Personnel time may include reasonable response time, incident operations, cleanup, equipment restoration, and return-to-service activities directly related to the incident.
5. Consumable materials shall be billed at the listed rate or, when no rate is listed, at the actual current replacement cost.
6. Equipment, protective clothing, or other property damaged, destroyed, contaminated, or requiring specialized cleaning as a direct result of the incident may be billed at the reasonable cost of cleaning, repair, or replacement.
7. Specialized equipment, supplies, outside contractors, disposal services, or other extraordinary expenses not specifically listed may be billed at actual cost, current market rate, or replacement value, as applicable.
8. Routine use of turnout or bunker gear shall not be separately charged. Cleaning, decontamination, repair, or replacement necessitated by the incident may be recovered as provided above.
9. No duplicative charge shall be assessed for the same personnel, apparatus, equipment, material, or service under more than one line item.

B. PERSONNEL

ITEM	RATE
Emergency Response Personnel	\$35.00 per member / per hour

The personnel rate applies uniformly to Fire Department members committed to the incident without differentiation between paid and volunteer status.

C. FIRE APPARATUS

ITEM	RATE
Engine / Pumper	\$500.00 per hour
Aerial / Ladder Truck	\$500.00 per hour

ITEM	RATE
Rescue Truck	\$500.00 per hour
Tanker	\$500.00 per hour
Brush Truck	\$350.00 per hour
Utility / Support Vehicle	\$200.00 per hour
Command / Chief Vehicle when specifically committed to incident operations	\$150.00 per hour
ATV / UTV or Specialized Off-Road Unit	\$150.00 per hour

D. RESCUE, FIRE AND EMERGENCY EQUIPMENT

ITEM	RATE
Air Cascade System	\$100.00 per hour
Rescue Air Bags	\$250.00 per set / incident
Hydraulic / Extrication Tool	\$250.00 per tool / incident
Rescue Strut / Stabilization Device	\$75.00 each / incident
Generator	\$75.00 per hour
Portable / Scene Lighting	\$100.00 per hour
Positive Pressure Fan	\$100.00 per hour
Smoke Ejector / Ventilation Fan	\$100.00 per hour
Thermal Imaging Camera	\$200.00 per unit / incident
Gas / Atmospheric Monitor	\$50.00 per unit / incident
Heat Scanner / Heat Detection Device	\$75.00 per unit / incident
Ground Ladder	\$50.00 each / incident
Portable Radio	\$100.00 per unit / incident
Power Tool / Saw	\$100.00 per tool / incident
SCBA	\$75.00 per unit / incident
SCBA Cylinder / Air Bottle	\$50.00 each used

E. HOSE AND WATER SUPPLY EQUIPMENT

ITEM	RATE
Fire Hose - all sizes	\$35.00 per 50-foot section used
Specialized Large-Diameter Hose Equipment	Actual cost if damaged or requiring extraordinary service

F. FIRE SUPPRESSION AND CONSUMABLE MATERIALS

ITEM	RATE
Firefighting Foam	\$75.00 per gallon used

ITEM	RATE
Fire Extinguisher	\$65.00 each used
Chimney Bomb	\$50.00 each used
Flare	\$10.00 each used
Absorbent Pads	\$2.50 each used
Oil Dry / Granular Absorbent	\$35.00 per bag or 5-gallon equivalent
Hazardous Material Absorbent	Actual replacement cost
Sand	\$20.00 per 5-gallon equivalent
Disposable Cleanup Bag	\$2.50 each used
Rubber / Nitrile Gloves	\$2.00 per pair used
Chemical-Resistant Gloves	\$20.00 per pair used
Salvage Cover	\$50.00 each used
Windshield Removal Kit	\$25.00 each used
Plug / Dike Material or Kit	\$50.00 each used
Hazmat / Chemical Protective Suit	\$200.00 each used
Fire Line / Barrier Tape	\$0.50 per foot used

G. VEHICLE RESCUE AND STABILIZATION

ITEM	RATE
Step / Wheel Chocks	\$25.00 per set / incident
Passenger Vehicle Cribbing / Stabilization	\$100.00 per incident
Medium Vehicle Cribbing / Stabilization	\$200.00 per incident
Heavy Truck / Commercial Vehicle Cribbing and Stabilization	\$500.00 per incident

H. HAZARDOUS MATERIALS AND ENVIRONMENTAL INCIDENTS

All applicable personnel, apparatus, equipment, and material charges contained in this schedule may be assessed for qualifying hazardous-material or environmental incidents.

ITEM	RATE
Emergency Response Personnel	\$35.00 per member / per hour
Spill Containment Equipment	\$150.00 per incident
Environmental / Hazmat Cleanup Equipment	\$350.00 per incident
Specialized Absorbents / Chemicals	Actual replacement cost
Contaminated PPE / SCBA / Equipment	Actual cleaning, repair, or replacement cost
Hazardous Waste Removal / Disposal	Actual invoiced cost
Specialized Contractor or Technical Assistance	Actual invoiced cost

I. TRAFFIC CONTROL

Personnel and apparatus used for traffic control shall be billed under the applicable personnel and apparatus rates above. The following additional equipment charges may apply:

ITEM	RATE
Traffic Cone	\$5.00 each / incident
Traffic / Safety Vest if disposable, contaminated, or damaged	Actual replacement cost
Portable / Scene Lighting	\$100.00 per hour
Flare	\$10.00 each used
Other Traffic-Control Equipment	Actual use, repair, or replacement cost

J. MUTUAL AID

Unless otherwise permitted by Ordinance No. 407, applicable law, or an intergovernmental or mutual-aid agreement, reimbursement claims shall be coordinated by the fire company having primary jurisdiction over the location of the incident. Mutual-aid companies shall not submit separate duplicative claims to the same insurance carrier for the same response. Documented qualifying mutual-aid costs may be included or otherwise handled through the host fire company's reimbursement process when authorized.

K. PERIODIC REVIEW

The Township and Fire Department shall review this fee schedule periodically, and not less than once every two (2) years, for changes in personnel, apparatus, equipment, material, repair, replacement, and service costs. Any revision to the rates shall be approved by the Board of Supervisors by resolution before becoming effective.