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CHAPTER 1

ADMINISTRATION AND GOVERNMENT

Part 1

Elected Officials

§101. Compensation of Tax Collector.

(1) The compensation of the elected Tax Collector for East Buffalo Township, Union County, Pennsylvania for the collection of real estate taxes shall be three and 50/00 dollars (\$3.50) for each tax bill. The above compensation may be changed by the Board of Supervisors of East Buffalo Township by ordinance or resolution.

(Ordinance 397, March 8, 2021)

(2) The elected Tax Collector for the Township of East Buffalo is hereby authorized to charge a fee of up to Fifteen Dollars (\$15.00) for preparing and delivering certifications as to the taxes for which the said Tax Collector is responsible for collecting. Said fee shall be paid in advance and be retained by said Tax Collector. The purpose of the service charge is to pay for the costs, expenses and time required to provide the same.

(3) The East Buffalo Township Tax Collector is authorized to impose and collect a service charge of up to Fifteen Dollars (\$15.00) for each copy of a tax bill, other than the original tax bill, that the Tax Collector is requested to provide. The same shall be payable in advance at the time the copy is requested. The purpose of the service charge is to pay for the costs, expenses and time required to provide said copy. Said fee shall be retained by the Tax Collector.

(4) The East Buffalo Township Tax Collector is hereby authorized to impose and collect a service charge of Thirty Dollars (\$30.00) for each check or draft delivered to the Tax Collector in payment of taxes that is returned to the Tax Collector for any reason, said fee to be retained by the Tax Collector. The purpose of the service charge is to pay for the costs, expenses, and time in processing the returned check or draft. In addition, the person or entity issuing the check shall pay all bank fees charged the Tax Collector for the returned check or draft.

(5) The service charges established herein may be changed from time to time by resolution of the Board of Supervisors of East Buffalo Township, Union County, Pennsylvania, as circumstances require.

(Ordinance 176, November 19, 1993) (Amended by Ordinance 243, May 20, 2002) (Ordinance 327, May 18, 2009) (Amended by Ordinance 393, March 11, 2019)

§102. Compensation of Supervisors Appointed or Elected On or After November 5, 1985.

(1) Each Supervisor of East Buffalo Township, Union County, Pennsylvania, elected or appointed to office, the term of which begins after the date of the enactment of this ordinance, shall receive compensation as a

Supervisor in the annual amount of Two Thousand Five Hundred Dollars (\$2,500.00). (Ordinance 192, December 26, 1995)

(2) Such compensation shall be paid in monthly installments.

(3) The rate of compensation as set forth herein shall be effective for supervisors' terms commencing on or after November 5, 1985.

(Ordinance 80, December 4, 1985)

§103. Compensation of Supervisors Elected or Appointed Before November 5, 1985.

(1) Each Supervisor of East Buffalo Township, Union County, Pennsylvania, elected or appointed to office before November 5, 1985, shall receive compensation as a Supervisor in the amount of Twenty-Five Dollars (\$25.00) per meeting.

(2) Such compensation shall be paid monthly.

(3) The rate of compensation as set forth herein shall be effective for supervisors' terms commencing before November 5, 1985.

(Ordinance 80, December 4, 1985)

CHAPTER 1

ADMINISTRATION AND GOVERNMENT

Part 2

Authorities, Boards and Commissions

A. East Buffalo Township Municipal Authority.

§201. Intention. The Board of Supervisors of the Township of East Buffalo, being the municipal authorities and said Township, hereby signifies its intention and desire to organize an authority under the provisions of the Municipality Authorities Act of 1945. (Ordinance 1, May 26, 1948)

§202. Creation of Authority. The Chairman of the Board of Township Supervisors and the Secretary of the Township are hereby authorized and directed to execute on behalf of the Township of East Buffalo, Articles of Incorporation for said Authority in the form required by said Act, which said Articles of Incorporation shall set forth among other things, that the names of said Authority shall be East Buffalo Municipal Authority; that said Authority is formed under the Act of May 2, 1945 P.L. 382, known as the Municipality Authorities Act of 1945; that no other authority organized under said Act or under the Act of June 28, 1935, P.L. 463, is in existence in and for the Township; that the name of the incorporation municipality is the Township of East Buffalo, giving the names and addresses of the supervisors and officers of the Township, they being the municipal authorities of the Township; and that the names, addresses and terms of office of the first members of the Board of said Authority, which members are hereby appointed, shall be as follows¹: (Ordinance 1, May 26, 1948)

B. Planning Commission.

§221. Creation. A Township Planning Commission, to be composed of seven (7) members appointed as provided by law, is hereby created in and for the Township of East Buffalo, Union County, Pennsylvania. The Planning Commission shall perform all duties and may exercise all the powers conferred by law upon Township planning agencies. Provided: the Planning Commission previously created in and for the Township shall continue the tenure of any of the members thereof, but any and all vacancies in the said Commission, hereafter occurring, shall be filled in the manner and for the term provided in the law governing Township Planning Commission in effect at the time of the happening of the said vacancy. (Ordinance 6, March 6, 1958; as revised by Ordinance 63, June 13, 1983) (as amended by Ordinance 351, December 19, 2011)

C. Planning Department.

§231. Creation. A Township Planning Department is hereby created in and for the Township of East Buffalo, Union County, Pennsylvania, which shall have the following duties and responsibilities:

¹ Here were listed the names, addresses and terms of office of the first members of the Board of the Municipal Authority.

(a) Make recommendations to the Board of Supervisors with regard to the Township's Comprehensive Plan, the Zoning Map, the Zoning Ordinance and the Subdivision and Land Development Ordinance and Amendments thereto, including long term planning for the Township.

(b) Administer the provisions of the Subdivision and Land Development Ordinance including but not limited to the acceptance of all plans, review of plans prior to review by the Township Planning Commission, oversight of the review of plans by other required entities, notification to appropriate persons or bodies of action taken by Planning Commission and the Board of Supervisors.

(c) Make reports and recommendations to the Township Planning Commission and Township Board of Supervisors concerning growth and development within the Township and the impact of the same on the Township.

(d) Represent the Township before Boards, Agencies and Commissions dealing with/or involved in development affecting the Township and work in cooperation with the same.

(e) Maintain an office with appropriate staff to perform the duties imposed herein as well as maintaining records of all action taken by the Township, its Planning Commission, Zoning Hearing Board or Board of Supervisors.

(f) Prepare an annual budget for the Planning Department.

(g) Utilize the services of such professionals, consultants or others as is necessary to administer the duties of the Department after approval of the same by the Township Supervisors.

(h) Do all things necessary and appropriate to implement the duties and responsibilities imposed herein.

§232. Planning Director. The position of Planning Director of the East Buffalo Township, Union County, Pennsylvania, Planning Department is hereby created. The Planning Director shall be in charge of the administration of the Planning Department and shall exercise the powers and be subject to the duties granted the Planning Department. The Planning Director shall be appointed by the East Buffalo Township Board of Supervisors by resolution and shall serve at the pleasure of the East Buffalo Township Board of Supervisors.

(Ordinance 221, October 11, 1999)

D. Central Keystone Council of Governments.

§241. Intention. The Board of Supervisors of East Buffalo Township, Union County, Pennsylvania, believes that it is in the best interest and welfare of the Township and its citizens to enter into an agreement with other local municipalities to provide services, programs and joint purchases of equipment, materials, and supplies, cooperatively with the said other local municipalities and to establish a Council of Governments for such purposes.

§242. Agreement. The Board of Supervisors of East Buffalo Township do hereby direct the officers of East Buffalo Township, to execute an agreement with such other municipalities as desire to enter into an agreement to accomplish the purposes set forth in Section 241 above. The said agreement shall provide, inter alia, for the following:

(a) The Council of Governments shall provide, initially, for a building codes program and an on lot sewer program and may provide for such other services and programs as it deems appropriate in the future.

(b) The term of the Council of Governments and the agreement shall be perpetual subject to the right to terminate upon at least 12 months notice.

(c) The Council of Governments shall have all powers necessary to accomplish the intent of the agreement.

(d) The Council of Governments shall be supported by contributions from its members, grants and fees for services.

(e) The Council of Governments shall be governed by a Board of Directors, Officers and an Executive Committee.

(f) Real and personal property may be purchased, sold or leased by the Council of Governments, in accordance with applicable law.

(g) The Council of Governments shall have the power and authority to enter into contracts for group insurance, and employee benefits.

§243. Purchase of Services. The Board of Supervisors of East Buffalo Township is hereby authorized to enter into contracts with the Central Keystone Council of Governments to provide such services, programs and joint purchases as the Board of Supervisors shall, by resolution, determine, from time to time.

(As Adopted by Ordinance 242, May 6, 2002)

CHAPTER 1

ADMINISTRATION AND GOVERNMENT

Part 3

Pensions, Retirement and Social Security

A. Police Pension Fund.

§301.1 Amendment and Restatement. The following Amendment and Restatement of the East Buffalo Township Police Pension Plan is hereby enacted as Chapter 1, Article 3A of the Code of Ordinances of East Buffalo Township, effective January 1, 2008. (Copy of Plan on file with Township Secretary)

(As Adopted by Ordinance 233, March 11, 2002, Ordinance 256, October 27, 2003, Ordinance 260, January 26, 2004, as amended by Ordinance 291, December 26, 2006, as amended by Ordinance 322, November 17, 2008, as amended by Ordinance 330, December 28, 2009) (as amended by Ordinance 346, July 11, 2011)

B. Non-Uniformed Pension Fund.

§302.1 Amendment and Restatement. The Amendment and Restatement of the East Buffalo Township Non Uniform Pension Plan is hereby enacted as Chapter 1, Article 3B of the Code of Ordinance of East Buffalo Township, effective January 1, 2008. (A copy of the Plan is on file with the Township Secretary)

(As Adopted by Ordinance 237, April 8, 2002, Ordinance 257, October 27, 2003); as amended by Ordinance 277, December 12, 2005, as amended by Ordinance 290, December 26, 2006, as amended by Ordinance 322, November 17, 2008) (as amended by Ordinance 345, June 27, 2011) (as amended by Ordinance 348, October 10, 2011) (as amended by Ordinance 370, December 8, 2014)

C. Post Retirement Frozen Welfare Benefits Plan.

§303.1 Establishment. The Establishment of the East Buffalo Township Post Retirement Frozen Welfare Benefits Plan for certain non-uniform and certain former uniform employees is hereby enacted as Chapter 1, Article 3C of the Code of Ordinance of East Buffalo Township, effective September 17, 2016. (A copy of the Plan is on file with the Township Secretary)

(As Adopted by Ordinance 384, September 12, 2016)

CHAPTER 1

ADMINISTRATION AND GOVERNMENT

Part 4

Police Department

§401. Police Department Established. Any and all references to the East Buffalo Township Police Department in any ordinances, resolutions, rules or regulations of East Buffalo Township, Union County, Pennsylvania, is hereby changed to the Buffalo Valley Regional Police Department and any and all powers, duties, responsibilities and rights of the East Buffalo Township Police Department are hereby vested in the Buffalo Valley Regional Police Department. (Ordinance 63, June 13, 1983) (as amended by Ordinance 355, May 14, 2012)

§402. Composition. Any and all references to the East Buffalo Township Police Chief in any ordinances, resolutions, rules or regulations of East Buffalo Township, Union County, Pennsylvania, is hereby changed to the Buffalo Valley Regional Police Chief and any and all powers, duties, responsibilities and rights of the East Buffalo Township Police Chief is hereby vested in the Buffalo Valley Regional Police Chief. (Ordinance 63, June 13, 1983) (as amended by Ordinance 355, May 14, 2012)

§403. Formations. The formations of the Buffalo Valley Regional Police Department pursuant to an Intergovernmental Agreement between East Buffalo Township, Union County, Pennsylvania and the Borough of Lewisburg, Union County, Pennsylvania, is hereby ratified and affirmed and the provisions of said Agreement are hereby ratified and confirmed. (Ordinance 355, dated May 14, 2012)

§404. Warrantless Arrests. Pursuant to the provisions of 42 Pa.C.S.A. §8902 relating to warrantless arrests in certain circumstances East Buffalo Township, Union County, Pennsylvania, does hereby authorize Police Officers employed by the Buffalo Valley Regional Police Department to make warrantless arrests in accordance with the provision of 42 Pa. C.S.A. §8902 as amended from time to time. (Ordinance 294, February 26, 2007) (as amended by Ordinance 361, May 14, 2012)

§405. Procedure for Warrantless Arrests. Buffalo Valley Regional Police Department Police Officers making warrantless arrests pursuant to the provisions of this Part shall do so in accordance with the following procedures:

(1) When a person has been arrested without warrant, the person shall be either released from custody pursuant to subsection (2) of this section or taken before the proper issuing authority under subsection (3) of this section.

(2) When a person has been arrested without warrant, the arresting officer may, when the officer deems it appropriate, promptly release the person from custody when the following conditions have been met:

(a) The person is a resident of the Commonwealth;

(b) The person poses no threat of immediate physical harm to any other person or to himself;

(c) The arresting officer has reasonable grounds to believe the person will appear as required; and

(d) The person does not demand to be taken before an issuing authority.

(3) A citation shall be issued to the person at the time of release pursuant to subsection (2) above and thereafter the case shall proceed in accordance with appropriate Rules of Criminal Procedure as if the proceedings had been instituted by a citation.

(4) When the person has not been released from custody under subsection (2) of this section, the person shall be taken without unnecessary delay before the appropriate issuing authority where a citation shall be filed against the person and the person shall be given an immediate trial unless the issuing authority determines otherwise.

(5) Where a rule of criminal procedure or the provisions of a statute are in conflict with the provisions of this Part the provisions of said rule or statute shall supersede the provision hereof. (Ordinance 294, February 26, 2007) (as amended by Ordinance 361, December 27, 2012)

§406. Other Warrantless Arrests. Nothing in this Part shall prohibit or restrict Police Officers of the Buffalo Valley Regional Police Department from making warrantless arrests pursuant to other applicable statutes, ordinances, laws and rules. (Ordinance 294, February 26, 2007) (as amended by Ordinance 361, December 27, 2012)

§407. Training. It shall be the responsibility of the Buffalo Valley Regional Police Department Chief of Police or his/her designee to provide the Buffalo Valley Regional Police Department Police Officers with such training as is needed to properly implement the provisions of this Part. (Ordinance 294, February 26, 2007) (as amended by Ordinance 361, December 27, 2012)

CHAPTER 1

ADMINISTRATION AND GOVERNMENT

Part 5

Firemen's Relief

§501. Firemen's Relief Association Recognized. The Volunteer Firemen's Relief Association of East Buffalo Township, Union County, Pennsylvania, composed of the members of the William Cameron Engine Company is officially recognized by the East Buffalo Township Board of Supervisors as an organization formed for the benefit and protection of its members and their families in case of death, sickness, temporary or permanent disability or accident. (Ordinance 63, June 13, 1983)

§502. Associations Designated to Receive Funds from the Treasurer of the Commonwealth. The East Buffalo Township Volunteer Firemen's Relief Association is hereby designated by the East Buffalo Township Board of Supervisors as the official recipient of such funds as may be paid to the Township of East Buffalo by the Treasurer of the Commonwealth of Pennsylvania from monies received by the Commonwealth from taxes paid on premiums for policies issued by foreign fire insurance companies. (Ordinance 63, June 13, 1983)

§503. Annual Appropriations. There is hereby appropriated from the Township Treasury, annually, all such sums of money as may hereafter be paid to the Township by the Commonwealth as set forth in §502 of this Part 5, to be paid to the East Buffalo Township Firemen's Relief Association by the Board of Supervisors of the Township upon receipt of said sums from the Commonwealth. (Ordinance 63, June 13, 1983)

CHAPTER 1

ADMINISTRATION AND GOVERNMENT

Part 6

Cooperation Agreement

A. Comprehensive Plan.

§601. Intention. The Board of Supervisors of East Buffalo Township, Union County, Pennsylvania believes it is in the best interest and welfare of the Township, its citizens, other municipalities and their citizens to enter into an agreement with Kelly Township, Union County, Pennsylvania, Lewisburg Borough, Union County, Pennsylvania and White Deer Township, Union County, Pennsylvania, to provide for the preparation and adoption of a Multi-Municipalities Comprehensive Plan cooperatively with the said municipalities and Union County, Pennsylvania.

§602. Agreement. In keeping with the above stated intention, the Board of Supervisors of East Buffalo Township do hereby authorize and direct its officers to execute a Multimunicipal Cooperation Planning Agreement with the said municipalities identified above. The said agreement shall provide, inter alia:

(a) That the execution and implementation of the Agreement is contingent upon all of the said municipalities enacting an ordinance in accordance with the provisions of the Pennsylvania Intergovernmental Cooperation Act (53 PA.C.S Sec.2301 et seq.)

(b) That the Agreement shall remain in effect until a Multi-Municipal Comprehensive Plan has been prepared and adopted by all said municipalities or until the said Agreement is terminated by the consent and/or withdrawal of all parties to the Agreement.

(c) That the said municipalities will each appoint two (2) representatives and one (1) alternate representative to a Steering Committee. One representative shall be a Township Supervisor and the other representative shall be a Township Planning Commission member. The alternate shall be a resident of the Township and may be a Supervisor or a Planning Commission member.

(d) The Steering Committee shall be responsible for gathering data, conducting public meetings, obtaining public input, preparing the said Comprehensive Plan and forwarding the same to the Township for action.

(e) That the costs and expenses of the preparation of the said Comprehensive Plan shall be paid in part by grants, in part by in kind services provided by Union County, Pennsylvania and in part by the said municipalities. The payments by the municipalities shall be based upon population as follows: East Buffalo Township - Eight Thousand Five Hundred Fifty Seven and 81/100 Dollars (\$8,557.81), Kelly Township - Four Thousand Eight Hundred Thirty and 94/100 Dollars (\$4,830.94), Lewisburg Borough - Three Thousand Five Hundred Fifty Five and 27/100 Dollars (\$3,555.27) and White Deer Township - Four Thousand Four Hundred Fifty Five and 98/100 Dollars (\$4,455.98).

(f) It is not anticipated that any real or personal property shall be acquired. In the event property is acquired it shall be owned and distributed upon the termination of the Agreement in proportion to the contribution of each municipality as set forth above.

(g) That the Steering Committee shall elect a Chairman and Vice Chairman who shall preside over meetings of the Steering Committee and public meetings. Ministerial and clerical services shall be provided by Union County, Pennsylvania, and consultants. No persons shall be employed by the Steering Committee or the municipalities with regard to preparation of the said Comprehensive Plan.

§603. Proposed Agreement.

MULTI-MUNICIPAL PLANNING AGREEMENT

This intergovernmental cooperation agreement for multi-municipal planning dated this _____ day of _____, 2007, by and among the following municipalities, hereinafter referred to as the Participants:

East Buffalo Township, Union County, Pennsylvania
Kelly Township, Union County, Pennsylvania
Lewisburg Borough, Union County, Pennsylvania
White Deer Township, Union County, Pennsylvania

Section 1: Authority

A. Article XI of the Pennsylvania Municipalities Planning Code, 53 Pa.C.S. §§11001 et seq. (hereinafter referred to as the "MPC"), enables governing bodies of municipalities and the county or counties in which they are located to enter into intergovernmental cooperative agreements for the purpose of developing a multi-municipal comprehensive plan for the geographic area in which the participating municipalities are located.

B. Article 9, section 5 of the Constitution of the Commonwealth of Pennsylvania and the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S. §§2301 et seq. (the "ICA"), give the governing bodies of Pennsylvania municipalities broad authority to cooperate with other municipalities in the exercise or delegation of any function, power, or responsibility.

Section 2: Purpose

A. The Participants desire to preserve and enhance community quality of life, encourage beneficial growth and development, conserve valuable natural resources, effectively establish public infrastructure integral to achieving these objectives, and enhance local land use and development regulations;

B. The Participants recognize that such objectives are best pursued by cooperative involvement of municipalities in the region. Therefore, this Agreement is established to develop a multi-municipal comprehensive plan (hereinafter referred to as the "Plan") for the geographic area encompassed by the Participants (the "Planning Area") pursuant to MPC Article III and Article XI; and

C. Under the terms of this Planning Agreement, the Participants intend to work together to develop a Plan that can be adopted by all Participants.

D. Now therefore, with the foregoing recital deemed an essential part hereof and incorporated herein, the Participants, intending to be legally bound, agree as follows:

Section 3: Powers and Scope of Authority

This Agreement provides authority for the Participants, collectively and cooperatively, to develop the Plan for the Planning Area in compliance with MPC Articles III and XI and the terms of this Agreement, and to do all acts and things necessary or convenient to carry out the purpose of this Agreement. Consistent with the terms of this Agreement, and as limited by their budget, the Participants, collectively and cooperatively, shall have but not be limited to the following power:

A. To develop the Plan; and

B. To work with Union County (County) in development of the Plan consistent with the terms and conditions of funding agreements and contracts obtained to provide financial assistance to the development of the Plan from various state, federal, and other agencies.

The powers and authorities herein conferred shall not usurp the powers, duties, and authorities of the individual Participants and their governing bodies and planning commissions in matters outside of the Plan and the scope of this Agreement.

Section 4: Steering Committee

A Steering Committee is hereby established for the purposes of overseeing, providing direction, and promoting coordination and cooperation between Participants in the preparation of the Plan. The Steering Committee shall:

A. Membership - Consist of two representatives from each Participant preferably one appointed from the Participant's elected governing body and one appointed from the Participant's planning commission or, where such appointment cannot be accomplished, a citizen at-large appointed by the governing body. In addition, each Participant shall appoint an Alternate Representative (Alternate), who shall be encouraged to attend Committee meetings. The appointment of each Representative and Alternate shall be in writing, certified by the Participant's secretary. Representatives and Alternates will serve without compensation.

B. Officers - Elect a chairperson to preside over meetings and a vice chairperson to assist the chairperson and preside in his/her absence.

C. Meetings - Meet periodically during the preparation of the Plan and conduct business in accordance with accepted rules and procedures.

1. Number - The Committee may meet as often as necessary to transact the business assigned to it

2. Public Meetings- The meetings of the Committee will be public meetings, pursuant to the provisions of the Sunshine Act, 65 Pa.C.S.A. §701 et.seq. Public notice of all meetings will be given as provided by applicable law.

3. Quorum - A quorum will consist of a majority of Committee members in attendance.

4. Voting - The Representatives of each Participant shall, collectively, be entitled to one vote. The vote shall be cast by a majority vote of the Representatives of each Participant present and voting. Unless otherwise specified in this Agreement, an action of the Committee will require the affirmative vote of a majority of the Participants. All votes will be recorded and will show the vote of each Participant.

D. Organizational Meetings - Hold the initial organizational meeting within sixty (60) days of the effective date of this Agreement. Each Participant agrees to appoint its Representatives to the Committee not later than thirty (30) days after passage of its ordinance approving the Planning Agreement

E. Vacancies - Vacancies on the Committee will be filled by the Alternate, if any. In case no Alternate is named, the Participant shall appoint a new Representative.

F. Delegation - The Committee may assign the gathering of data and information and other planning tasks to the Participants, their planning agencies, advisory bodies, staff and other persons.

G. Contents of the Plan - Based upon the results of the data and information obtained and evaluated by the Committee, in coordination with the County and the consultant team, develop a draft Plan that incorporates all of the elements required by Articles III and XI of the MPC. The draft Plan may include one or more designated growth areas, future growth areas, and/or rural resource areas.

H. Preliminary Consistency Determination - Evaluate the Plan and existing land use ordinances of each Participant to determine whether the current ordinances are "generally consistent" with the proposals of the Plan. When evaluating a Participant's ordinances for "general consistency," the Committee shall determine whether there is a "reasonable, rational, similar connection or relationship" between the ordinances of each Participant and the provisions of the Plan. In making a preliminary consistency determination the Committee shall focus specifically on whether the goals, policies, and guidelines of the Plan are compatible with the location, types, densities, and intensities of land uses and development parameters currently permitted by each Participant.

I. Specific Land Use Designations and Allocations - Ensure the Plan identifies each municipality that is projected to have either specific limits on the type of development permitted, or that is projected to have specific obligations for identified development, and development densities, which will be required in order to be generally consistent with the Plan. If the Plan designated one or more growth areas, future growth areas, or rural resource areas, the Committee shall ensure the Plan specifies the size and location of each area and that the Plan also identifies the municipalities involved in

each planned use and the approximate locations of the land uses relative to existing development, communities, roadways, soil types, natural features, etc.

Section 5: Public Participation

The Participants shall, in cooperation with and facilitated by the County and the Union County Planning Commission, provide means in addition to the Steering Committee, for broad input and participation in preparation of the Plan by public organizations and individuals with a stake in the Plan. Such participation shall meet specific terms of the MPC and the Scope of Work developed by the County and the Participants regarding consultations, notices, procedures, organizations to be involved, etc. This will include but not be limited:

A. Regular communication and coordination among the Participants, interested organizations, residents of participating municipalities, agencies and members of the public that may affect or be affected by the Plan.

B. Consultation with school districts, utilities, authorities, and special districts providing education, water, sewer, transportation, planning, or other services within the area of the Plan including obtaining information and response from Commonwealth agencies and regional agencies that have interests in activities within, nearby, or adjoining the area of the Plan or that affect or may affect the area of the Plan.

Section 6: Plan Adoption and Amendment

A. Approval of the Draft Plan by the Committee - When completed, the draft Plan will be considered by the Committee for approval. A unanimous Committee vote shall be required to approve the draft Plan for publication.

B. Review and Comment on the Draft Plan by the Committee - Upon approval of the draft Plan by the Committee, the Committee and the County will:

1. Distribute a copy of the draft to the governing body of each Participant for review and comment;

2. Make the draft available to members of the public within the Planning Area;

3. Conduct public meetings/outreach on the draft in accordance with the Plan for public participation established by the provisions of the Scope of Work for the Plan;

4. Following the public meetings/outreach the Committee shall consider all recommendations and comments from the Participants as well as the recommendations and comments presented at the public meetings; and

5. Prior to the Plan being adopted by the governing body of any Participant, the Committee may make revisions to the draft Plan as it deems necessary to address the recommendations and comments received, or otherwise.

C. Final Committee Approval of the Plan - When all comments have been considered and amendments made, the Committee shall vote on the final Committee version of the Plan. A unanimous vote of all the Representatives of the Participants shall be required to approve the final Committee version of the Plan.

D. Submission of the Plan to the Participants for Approval - Upon approval of the final Committee version of the Plan, the Committee shall submit the Plan to the Participants. The governing body of each Participant shall vote on the Plan as submitted in accordance with the requirements of the MPC for approval of comprehensive plans.

E. Approval by the Participants - The governing body of each Participant may adopt the Plan as prepared in accordance with the Requirements of the MPC for adoption of comprehensive plans. Upon adoption of the Plan by the governing body of each Participant, the Plan shall become the comprehensive plan for that Participant. The governing body of each Participant may amend the Plan in accordance with the requirements of the MPC for amendment of multi-municipal comprehensive plans, the procedures set forth in the Plan for the same, and as per any subsequent implementation agreements that are developed by the Participants. It is understood that failure of any Participant to adopt the Plan or uniformly amend the Plan may result in loss or voiding of all or part(s) of the legal effects of comprehensive plans as provided in the MPC.

Section 7: Finances

The Participants shall share any costs necessary for the execution of this Agreement and preparation of the Plan on a proportional basis equal to the proportion of each Participant's population to the total population of all the Participants. It is understood that the County and the Union County Planning Commission will be supporting the development of the Plan with in-kind staff contributions, cash and grant funding. Each Participant will contribute as follows: East Buffalo Township \$8,557.81; Kelly Township \$4,830.94; Lewisburg Borough \$3,555.27; and White Deer Township \$4,455.98.

Section 8: Role of the County

The County will:

- A. Facilitate all meetings of the Steering Committee;
- B. Provide the Steering Committee with staff expertise;
- C. Contract with consultants to assist with the preparation of the Plan;
- D. Administer grants and other finances;
- E. See that the advice and recommendations of the Steering Committee are carefully considered and incorporated into the Plan; and
- F. Provide all Geographic Information System mapping components of the Plan development.

Section 9: Amendment of Planning Agreement

This Agreement may be amended by unanimous consent of the Participants indicated via approval action of each of the Participants' governing bodies. Prior to action being taken with respect to an amendment, the amendment shall be presented to and considered by the Committee. A written notice of each proposed amendment shall be given to each Participant and to each Representative serving on the Committee at least 30 days prior to the scheduled Committee meeting date at which time such proposed amendment is to be considered. The notice shall contain a summary of the substance of each proposed amendment and a copy of the proposed amendment. The Committee shall make a recommendation to the Participants concerning the proposed amendment. No amendment shall be effective until approved by the governing bodies of all Participants.

Section 10: Local Planning by Participants

Each Participant may retain its own planning department, agency, or commission. Except as otherwise provided herein, each Participant will retain responsibility for the review of all matters relating to lot line changes, subdivision, land development, and all other matters of land use regulation, planning, and zoning under the MPC.

Section 11: Dispute Resolution

A dispute or claim over the rights or obligations, performance, breach, termination or interpretation of this Agreement, the Plan, or any other matter, action, claim, dispute question, or issues arising under the terms of this Agreement not otherwise resolved between or among Participants and/or one or more Participants and the Committee may be resolved as follows:

A. The disputing parties agree to first discuss and negotiate in good faith in an attempt to resolve the dispute amicably and informally

B. If the dispute cannot be settled through direct discussions and good faith negotiations, the disputing parties agree that, upon written notice by one of the disputing parties to the other or others, they will endeavor to settle the dispute in an amicable manner by mediation utilizing the auspices of the County, the American Arbitration Association, or such other mediation agency as the parties may agree. Unless otherwise agreed, costs of mediation will be shared equally by the disputing parties.

Section 12: Addition of Participant(s)

Any municipality contiguous to Planning Area that did not participate in the original establishment of this Agreement may become a Participant in this Agreement by amendment of the Agreement as set forth above. Any Participant added by this process must bear and pay for any costs directly and fully associated with changes and/or additions to a Plan in progress or amendment of a Plan adopted, unless otherwise agreed by the Participants party to the Agreement prior to the addition.

Section 13: Withdrawal of Participant(s)

A Participant may voluntarily or automatically withdraw from participation in this Agreement as follows:

A. A Participant may voluntarily withdraw from this Agreement upon written notice to each of the other Participants provided that the other Participants are given at least sixty (60) days written notice of such withdrawal.

B. Any Participant whose governing body does not adopt the Plan within three (3) months of submission or amend the Plan in agreement and uniformity with other Participants shall be deemed to have automatically withdrawn from this Agreement.

C. The withdrawal of a Participant from this Agreement shall not terminate the Agreement among the remaining Participants.

D. A Participant that withdraws will be responsible for its share of expenses and obligations incurred during, arising from, or related to its term of participation and any added expenses incurred by the other Participants as a result of modifications that need to be made to the Plan arising from the withdrawal.

E. Upon the withdrawal of a Participant the remaining members of the Committee shall assess the impact of the withdrawal on the Plan, as it exists at that time. The Committee shall make recommendations to the remaining Participants for any amendments to the Plan, or implementing ordinances, made necessary by the withdrawal of the former member.

Section 14: Execution, Effective Date & Term

A. To enter into this Agreement, the governing body of a Participant must adopt an ordinance approving this Agreement, substantially in the form of Exhibit A, attached hereto, and the chief executive officer of such Participant must execute this Planning Agreement, with the attestation of the secretary of such Participant, and the seal of the Participant affixed hereto.

B. This Agreement will become effective on the first day of the calendar month immediately following due adoption by all Participants of an ordinance approving this Agreement (the "Effective Date"). In the event less than all Participants pass an approving ordinance, this Agreement will be deemed automatically amended to name only those Participants whose governing bodies have passed an ordinance approving this Agreement.

C. This Agreement will remain in effect until terminated by the written consent of at least three fourths (3/4) of the Participants. Upon termination or dissolution, any acquired assets, after all expenses and liabilities are paid in full, shall be divided among the Participants in the same proportion as the Participants shared the expenses related to this Agreement immediately prior to termination or dissolution.

Section 15: Miscellaneous

A. Assignment - This Agreement may not be assigned by any Participant. This Committee may delegate or assign its duties hereunder in accordance with policies and procedures adopted by the Committee or to consultants, advisors, experts, or other persons as determined by the Committee and the County.

B. Severability - The unenforceability or invalidity of any provision of this Agreement will not affect the enforceability or validity of any other provision.

C. Counterparts - This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

D. Expenses - Each Participant will pay all costs and expenses incurred or to be incurred by it in negotiation and preparing this Agreement and in carrying out the transactions contemplated by this Agreement to be performed on the part of the Participant.

E. Governing Law - This Agreement will be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

F. Headings - The subject or section headings in this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.

In Witness Whereof, the Participants, intending to be legally bound hereby, have caused this Intergovernmental Cooperation Agreement to be subscribed, as of the date set forth under the duly authorized signature of each Participant

_____ Barry Troxell, Clerk	_____ Lawson Fetterman, Chairman	_____ Date
_____ Mildred Satteson, Secretary	_____ David Hassenplug, Chairman	_____ Date
_____ Patricia Garrison, Secretary	_____ Peter Bergonia, Jr., President	_____ Date
_____ Charlene Aeppli, Secretary	_____ Carroll Diefenbach, Chairman	_____ Date

(Ordinance 300, July 9, 2007)

B. Real and Personal Property.

§604. Intention. The Board of Supervisors of East Buffalo Township, Union County, Pennsylvania believe it is in the best interest of the Township and its citizens that the Township enter into agreement with Buffalo Township, Union County, Pennsylvania, and Kelly Township, Union County, Pennsylvania, to provide each other with assistance with regard to the construction, maintenance and repair of streets, road, real and personal property of each of the said Townships.

§605. Agreement. In keeping with the above stated intent, the Board of Supervisors of East Buffalo Township does hereby authorize and direct its officers to execute a Cooperative Agreement with the said municipalities

identified above. The said Agreement shall be in the form attached hereto marked Exhibit A.

§606. Authorization. The Chairman of the Board of Supervisors of the Township and/or the Roadmaster of the Township are hereby authorized to do any and all things necessary and appropriate to implement the terms of the said Agreement including but not limited to entering into agreements with the said municipalities regarding the sale and/or the exchange of assistance which shall include personnel, materials, supplies and equipment.

(Ordinance 302, September 10, 2007)

CHAPTER 1

ADMINISTRATION AND GOVERNMENT

Part 7

School Crossing Guards

§701. Authority. The Board of Supervisors do hereby authorize the Board of Directors of the Lewisburg Area School District to assume responsibility and authority for the hiring and oversight of school crossing guards within East Buffalo Township, Union County, Pennsylvania.

§702. Duties. School Crossing Guards are hereby authorized to manage traffic and pedestrians in and around areas identified by the East Buffalo Township Police and the Lewisburg Area School District Superintendent.

§703. Training. The East Buffalo Township Police Department shall provide training and assistance to all crossing guards hired by the Lewisburg Area School District. The said training shall consist of instructions in the laws of the Commonwealth of Pennsylvania relative to traffic and pedestrian movement within school zones and with regard to the safe passage of pedestrians and traffic within the said school zones.

§704. Notification of Hiring. The Lewisburg Area School District shall notify East Buffalo Township, Union County, Pennsylvania of those hired as school crossing guards and shall request the requisite training upon the said hiring.

(Ordinance 314, March 20, 2008)

CHAPTER 1

ADMINISTRATION AND GOVERNMENT

Part 8

Township Manager

§801. Creation of the Office. The office of Township Manager is hereby created by the Township of East Buffalo.

§802. Appointment and Removal. The Manager shall be appointed for an indefinite term by the authority of all members of the Board of Supervisors, hereinafter referred to as the "Board". The Manager shall serve at the pleasure of the Board and the Manager may be removed at any time by a majority vote of all its members. At least 30 days before such removal is to become effective, the Board shall furnish the Manager with a written statement setting forth its intention to remove the Manager. The Board and the Manager may enter into an employment agreement.

§803. Qualifications. The Manager shall be chosen solely on the basis of the Manager's executive and administrative abilities, with special reference to the duties of the Manager's office as herein outlined. The Manager need not be a resident of the Township or the Commonwealth of Pennsylvania at the time of the Manager's appointment, but shall become a Township resident within 6 months of appointment. Exceptions to this policy may be approved by the Board. The Manager shall not be employed by any other employer during the Manager's term of office without approval of the Board. The term "employed" shall not be construed to include occasional teaching, writing, and consulting performed on the Manager's time off.

§804. Bond. Before entering upon the Manager's duties, the Manager shall give a bond to the Township with a bonding company as surety, to be approved by the Board, in the sum an amount to be determined by the Board of Supervisors, conditioned upon the faithful performance of the Manager's duties, the premium for said bond to be paid by the Township.

§805. Manager's Compensation. The salary of the Township Manager shall be fixed from time to time by resolution of the Board.

§806. Powers and Duties.

§806.1 The Manager shall be the chief administrative officer of the Township, and the Manager shall be responsible to the Board as a whole for the proper and efficient administration of the affairs of the Township. The powers and duties of administration of all Township business shall be vested in the Manager, unless expressly imposed or conferred by statute upon other Township Officers, subject to the right of the Board, to change such powers and duties from time to time. Subject to these limitations, the powers and duties of the Township Manager shall include but not be limited to the following:

§806.1.1 The Manager shall supervise and be responsible for all Township administration and work activities.

§806.1.2 The Manager shall prepare for approval by the Board personnel regulations and personnel grade and pay scale plans and shall from time to time make recommendations for their modification.

§806.1.3 The Manager shall, from time to time, prepare for Board approval an organization chart for the Township, which notes all positions. The manager shall also cause job descriptions to be prepared in accordance with the organization chart.

§806.1.4 The Manager shall hire and fire personnel subject to the approval of the Board.

§806.1.5 The Manager shall prepare and submit to the Board, a budget for the next fiscal year and an explanatory budget message. In preparing the budget for all accounts, funds and expenses for which the Board is responsible, the Manager, or an officer designated by the Manager, shall obtain from the head of each department, agency or board, or any qualified officer thereof, estimates of revenues and expenditures and such other supporting data as the Manager requires. The Manager shall review such estimates and may revise them before submitting the budget to the Board.

§806.1.6 The Manager shall be responsible for the administration of the budget, after its adoption by the Board, and shall recommend revisions therein if they are deemed advisable during year.

§806.1.7 The Manager shall, in conjunction with the preparation of the yearly budget, develop long-range fiscal plans for the Township, and shall identify long range needs of the Township including but not limited to roads, bridges, parks, trails, facilities for Township offices, meeting spaces, maintenance, planning and zoning, recycling and Lewisburg Area Recreation Authority, such plans to be presented annually to the Board for its review and approval.

§806.1.8 The Manager shall keep the Board informed as to the conduct of Township affairs; submit periodic reports on the condition of the Township finances and such other reports as the Board requests; and make such recommendations to the Board as the Manager deems advisable. The said reports shall include but not be limited to monthly and year to date profit and loss statements, monthly balance sheet, monthly and year to date actual and budget statement, monthly profit and loss compared to previous year the same to be in electronic and hard copy.

§806.1.9 The Manager shall submit to the Board, as soon as possible after the close of the fiscal year, a complete report of the finances and the administrative activities of the Township for the preceding year.

§806.1.10 The Manager shall hold such other Township offices excluding the Office of the Treasurer and head such Township departments as the Board may from time to time direct.

§806.1.11 The Manager shall, attend all meetings of the Board and such other meetings as shall be determined by the Board from time to time with the right to take part in the discussions.

§806.1.12 The Manager shall prepare the agenda for each meeting of the Board and supply facts and recommendations pertinent thereto.

§806.1.13 The Manager shall see that the provisions of all franchises, leases, permits, and privileges granted by the Board are observed.

§806.1.14 The Manager shall attend to the letting of contracts in due form of law, and he shall supervise the performance and faithful execution of the same except insofar as such duties are expressly imposed by statute upon some other Township officer.

§806.1.15 The Manager shall see that all money owed the Township is promptly paid and that proper proceedings are taken for the security and collection of all the Township's claims.

§806.1.16 The Manager shall be the purchasing officer of the Township, and the Manager shall purchase in accordance with the provisions of the Second Class Township Code, all supplies and equipment for the agencies, boards, departments, and other offices of the Township subject to the prior approval of the Board. The Manager shall keep an account of all purchases and shall, from time to time or when directed by the Board, make a full written report thereof. The Manager shall also issue rules and regulations, subject to the approval of the Board, governing the procurement of all municipal supplies and equipment.

§806.1.17 The Manager shall properly maintain and account for all property and equipment owned by the Township and the Manager shall not dispose of any property without the approval of the Board.

§806.1.18 The Manager shall cause a file system to be maintained in compliance with State Law.

§806.1.19 The Manager shall insure that all reports required by law to be filed with various departments of the Commonwealth of Pennsylvania or with the governmental entities of the United States are completed and submitted in a timely manner.

§806.1.20 The Manager shall be cognizant of regional, County, Commonwealth and Federal programs in which Township participation is possible and shall bring these to the attention of the Board with such clarifying information as it may require to determine if the Township should participate in these programs.

§806.1.21 All complaints regarding Township services shall be referred to the office of the Manager. The Manager, or an officer designated by the Manager, shall investigate and dispose of such complaints, and the Manager shall report thereon to the Board.

§806.1.22 Such other duties as the Board shall direct from time to time.

§807. Procedural Limitations on the Board. If the Manager's position becomes vacant, the powers and duties of the Manager shall either revert to the Board of Supervisors and such of its members as the Board shall direct or the Board shall designate an interim manager until such time as the vacancy shall be filled.

(Ordinance 347, October 10, 2011)