

BOROUGH OF LEESPORT, BERKS COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-266

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF LEESPORT, BERKS COUNTY, PENNSYLVANIA, AUTHORIZING THE BOROUGH TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH ONTELAUNEE TOWNSHIP FOR COOPERATIVE SHARING OF ROAD MAINTENANCE EQUIPMENT AND MANPOWER

Background

WHEREAS, Leesport Borough (“Leesport”), and Ontelaunee Township (“Ontelaunee”) are municipal corporations within Berks County and the Commonwealth of Pennsylvania (collectively, the “Participating Municipalities”); and

WHEREAS, the Participating Municipalities recognize the benefits of jointly and cooperatively sharing road maintenance equipment and manpower for the construction, repair, maintenance and upkeep of their respective roads, streets, highways, and other infrastructure; and

WHEREAS, the Participating Municipalities agree that working together on certain road, street, highway, and other infrastructure construction, repair, maintenance, and upkeep projects as may be agreed upon are in the best interest of their residents and will promote public health, safety, and welfare; and

WHEREAS, the Participating Municipalities desire to formalize their aforementioned mutual understanding by entering into an Intergovernmental Cooperation Agreement for Cooperative Sharing of Road Maintenance Equipment and Manpower (“Agreement”) providing, *inter alia*, that they will share their municipal road maintenance equipment and manpower for certain road, street, highway, and other infrastructure construction, repair, maintenance, and upkeep projects as may be agreed upon by them; and

WHEREAS, pursuant to the Borough Code, 8 Pa.C.S. §1202(24), the Borough Council of Leesport Borough is authorized to enter into agreements with other municipal corporations to perform governmental powers, duties and functions; and

WHEREAS, pursuant to the Second Class Township Code, 53 P.S. § 65101, *et seq.*, the Board of Supervisors of Ontelaunee Township is authorized to enter into agreements with other municipal corporations to perform governmental powers, duties and functions; and

WHEREAS, under the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996, 53 Pa.C.S. § 2301, *et seq.*, as amended (“Act”), the Participating Municipalities may enter into the Agreement upon the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Leesport as follows:

1. Background. The Background of this Resolution as set forth above is incorporated by reference herein.
2. Purpose. The purpose of this Resolution is to enable Leesport Borough to enter into the Agreement, which is incorporated by reference herein and attached hereto as Exhibit "A."
3. Authorization. The Council of the Borough of Leesport hereby authorizes the execution of the Agreement. Upon the Agreement being fully executed by both Participating Municipalities, each Participating Municipality shall include a copy of that fully executed Agreement in their minutes of the public meeting when this Resolution was adopted.
4. Execution. The President of the Borough Council and the Borough Secretary are hereby expressly authorized and directed on Leesport Borough's behalf to: (i) execute and then deliver a copy of the Agreement to Ontelaunee Township; and (ii) process, execute, and deliver any such additional notices, document, or instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement.
5. Ratification. All actions of any officer, agent or other representative of Leesport Borough heretofore taken in the pursuit of and in furtherance of the provisions of the Agreement are hereby ratified and approved in all respects.
6. Necessary Acts. Leesport Borough is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this Resolution and the Agreement.
7. Pennsylvania's Intergovernmental Cooperation Act. This Resolution is adopted pursuant to the authority granted by and in accordance with the requirements of the Act.

FURTHER RESOLVED, that if any provision, sentence, clause, section, or part of this Resolution shall for any reason be found to be unconstitutional, illegal or invalid, such determination shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution, and it is hereby declared to be the intent of the Borough Council of the Borough of Leesport that this Resolution would have been adopted had such unconstitutional, illegal or invalid provision, sentence, clause, section or part not be included herein.

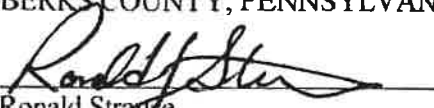
FURTHER RESOLVED, that all Resolutions or parts of Resolutions inconsistent with this Resolution are hereby superseded.

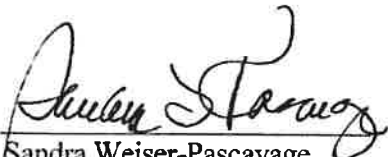
FURTHER RESOLVED, that this Resolution shall be effective immediately.

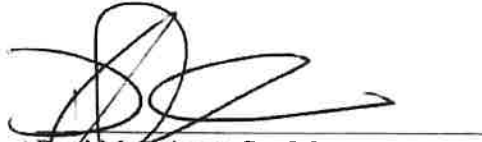
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IN WITNESS WHEREOF, the Borough Council of the Borough of Leesport has adopted this Resolution in lawful session this 21st day of August, 2024.

BOROUGH COUNCIL,
BOROUGH OF LEESPORT,
BERKS COUNTY, PENNSYLVANIA

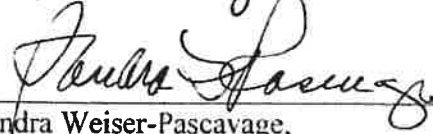

Ronald Strasse
President of Borough Council

Attest: 
Sandra Weiser-Pascavage
Borough Secretary


David J. Reimer, Sr., Mayor

CERTIFICATE

I hereby certify that the foregoing is a true and accurate copy of a Resolution of the Borough Council of LEESPORT, Berks County, Pennsylvania, which was fully adopted at a public meeting held pursuant to notice as required by law on the 21st day of August, 2024.



Sandra Weiser-Pascavage.
Borough Secretary

Dated: August 21, 2024

EXHIBIT A

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR COOPERATIVE SHARING OF ROAD MAINTENANCE EQUIPMENT AND
MANPOWER**

**INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND
BETWEEN THE BOROUGH OF LEESPORT AND THE TOWNSHIP OF
ONTELAUNEE REGARDING COOPERATIVE SHARING OF ROAD
MAINTENANCE EQUIPMENT AND MANPOWER**

THIS AGREEMENT ("Agreement") made this 21st day of August,
2024, by and among:

BOROUGH OF LEESPORT, a municipal corporation governed by the Borough Code, 8 Pa.C.S. §101 et. seq., and having its office at 27 South Canal Street, Leesport, Berks County, Pennsylvania 19533 (hereinafter referred to as "Leesport"),

and

TOWNSHIP OF ONTELAUNEE, a Township of the Second Class, and having its office at 35 Ontelaunee Drive, Reading, Pennsylvania 19605 (hereinafter referred to as "Ontelaunee").

BACKGROUND

WHEREAS, Leesport Borough is a political subdivision organized as a Borough under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Ontelaunee Township is a political subdivision existing as a Second Class Township under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Leesport Borough and Ontelaunee Township are hereinafter sometimes referred to collectively as "Participating Municipalities"; and

WHEREAS, pursuant to the Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S. §2301, *et seq.*, the governing body of two or more local governments may make agreements to jointly cooperate in performing governmental functions, powers, and responsibilities; and

WHEREAS, pursuant to the Borough Code, 8 Pa.C.S. §1202(24), the Borough Council of Leesport Borough is authorized to enter into agreements with other municipal corporations to perform governmental powers, duties and functions; and

WHEREAS, pursuant to the Second Class Township Code, 53 Pa.C.S. §66507, the Board of Supervisors of Ontelaunee Township is authorized to enter into agreements with other municipal corporations to perform governmental powers, duties and functions; and

WHEREAS, the Participating Municipalities recognize the benefits of sharing municipal resources and services, including road maintenance equipment and manpower ("Resources");
and

WHEREAS, the Borough Council of Leesport Borough and the Board of Supervisors of Ontelaunee Township believe that cooperation in their sharing of road maintenance equipment and manpower is in the best interests of the residents of each municipality; and

WHEREAS, the Participating Municipalities desire to formalize their sharing of road maintenance equipment and manpower and enter into an Intergovernmental Cooperation Agreement providing, inter alia, that the Participating Municipalities will share each party's respective Resources from time to time for the mutual benefit of the parties; and

WHEREAS, the parties hereto have taken all such municipal action as is necessary to enter into this Agreement and desire to reduce their understanding into written form.

NOW, THEREFORE, the parties hereto, INTENDING TO BE LEGALLY BOUND HEREBY, agree as follows:

1. Incorporation of Background. The above section captioned "Witnesseth" and the "Whereas" clauses therein are incorporated herein by reference as though set forth in full.
2. Purpose. The express purpose of this Agreement shall be to formalize any prior arrangements between Leesport and Ontelaunee in which the parties have shared Resources and to carry out their desire to continue to share Resources for the mutual benefit of the parties.
3. Definitions. The following terms when used in this Agreement, shall have the meanings ascribed to them herein:
 - a. Authorized Representative – the person granted authority by the municipality to request use of the Resource as the Requesting Party or to permit use of the Resource as the Providing Party
 - b. Providing Party – the municipality with ownership or control of the Resource
 - c. Requesting Party – the municipality seeking to borrow or use a Resource
 - d. Resources – road maintenance equipment or manpower to be shared between the Providing Party and the Requesting Party
4. Administration of Cooperative Sharing. Leesport and Ontelaunee shall have access to and use of each party's Resources on an as needed basis, provided, that the Authorized Representative of the Requesting Party shall provide reasonable notice of requested use to the Authorized Representative of the Providing Party and consent from the Authorized Representative of the Providing Party is obtained. The Authorized Representatives of the municipalities may formulate a mutually agreed upon use schedule for any and all of the Resources that may be shared. In the event of an emergency, a party may use any or all of the Resources without reference to a use schedule provided that consent to use the Resources has been obtained from the Providing Party.
5. Training and Certification of Operators of Resources. The Requesting Party shall

ensure that the operator or user of any Resource has the requisite knowledge, training, experience, skills and licenses and certifications, where applicable, necessary for the proper operation of such Resource. The Providing Party has the right to request and review copies of any requisite certifications for operators of equipment requested by the Requesting Party.

6. Costs. There shall be no fee charged in the form of a rental charge for usage of any of the Resources to the Requesting Party per this Agreement. The Requesting Party shall be responsible for all ordinary maintenance expenses and necessary repairs associated with the use of the Resources while in the Requesting Party's temporary possession.

7. Transportation and Storage. The Requesting Party shall be responsible for transporting the Resource from the Providing Party's storage location to the locale at which the Resource is to be used and back to the storage location of the Providing Party. The Requesting Party shall also be responsible for securely storing the Resource while in its possession but not in use.

8. Liability. The parties agree that the party whose employee is operating any Resource equipment shall be solely responsible for the operation of the Resource during the time that the Resource is entrusted to such employee and is being utilized by such employee for road maintenance work within the municipal boundary of the municipality which employs such employee. Each party shall be responsible for all compensation including overtime and all workers' compensation claims made by the party's own employees as a result of the use of the Resources. Each party shall remain liable as to its own property and area within its municipal boundary for any action or causes of action which may emanate from and/or be related to the party's own usage of the Resources under this Agreement.

9. Insurance. Each municipality agrees to carry, at its own expense, adequate general liability insurance for Resource equipment, physical damage insurance for Resource equipment and workers' compensation insurance for employee Resources. The municipalities shall be entitled to review and accept the other's insurance of the Resources to ensure adequacy. Each municipality shall name the other municipality as an additional insured on all applicable policies. Provisions shall be made for thirty (30) days advance written notice, by mail to other municipality of changes or cancellation of any such insurance.

10. Release and Indemnification. The Requesting Party hereby remises, releases, forever discharges and indemnifies and agrees to hold harmless, and by this Agreement does, for itself and its officers, directors, employees, agents, and assigns, remise, release and forever discharge and indemnify and agree to hold harmless the Providing Party, its officers, directors, employees, successors, assigns, of and from all claims, demands, damages, expenses (including attorneys' fees and costs), actions, causes of actions, suits at law or in equity of whatever kind or nature, both civil and criminal or mixed, for or because of any matter or thing done or admitted or suffered to be done which arises from the Requesting Party's reckless or negligent use or maintenance of the Resources or related to its responsibilities under the Agreement. Each municipality acknowledges that the claims, demands, damages, expenses (including attorneys' fees and costs), actions, causes of action, in suits at law or in equity which they are releasing, discharging and indemnifying herein include but are not limited to any claims, rights and causes of action arising under any and all state and federal statutes, claims for attorneys' fees, any claim or violation of federal or state constitutions or statutory rights,

substantive or procedural, any claim under common law, tort and/or contract theories, whether such claims are known or unknown, foreseen or unforeseen. Each party shall, within five (5) days following notice of any claim of a third party relating to the Resources or this Agreement, give written notice to the other municipal party of any claim arising while any Resource was in use by and in their possession. Each municipality acknowledges that said release and indemnification excludes any claim, demands, damages, expenses (including attorneys' fees and costs), actions, causes of action, suits at law or in equity of whatever kind or nature, both civil and criminal or mixed, for or because of any matter or thing done or admitted or suffered to be done which arises from the willful, wanton, intentional or gross negligence of the other municipality or its officers, directors, employees, agents, and assigns thereof with regards to use of the Resources.

11. Term. The term of this Agreement shall be for a period of one (1) year effective as of the execution of the Agreement. This Agreement shall be automatically renewed for an additional term of one (1) year at the conclusion of the initial term and for each renewed term thereafter unless, at least ninety (90) days prior to a renewal, the party which does not desire to renew the Agreement gives written notice of such refusal to renew to the other party in writing.

12. Entire Agreement. This Agreement constitutes the entire understanding between the parties with regard to the subject matter hereof.

13. Modification. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a further Agreement duly approved and executed by the parties hereto.

14. Governing Law. This Agreement is made pursuant to, and shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to otherwise applicable principles of conflicts of law.

15. Notices. Notices provided for herein shall be sufficient if sent by registered mail, postage prepaid and addressed as follows or to such other addresses as the parties may designate to each other in writing from time to time:

TO LEESPORT BOROUGH

TO ONTELAUNEE TOWNSHIP

Leesport Borough
27 S Canal Street
Leesport, PA 19533

Ontelaunee Township
35 Ontelaunee Drive
Reading, PA 19605

16. Successors and Assigns. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

17. Partial Invalidity and Severability. If any term, condition or provision of this Agreement or application thereof to any person or circumstance shall at any time or to any extent, be invalid, illegal, unenforceable or unconstitutional, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is

held invalid, illegal, unenforceable or unconstitutional, shall not be affected thereby, and each term, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 21st day of August, 2024.

COUNCIL FOR THE
BOROUGH OF LEESPORT
BERKS COUNTY, PENNSYLVANIA

By: Ronald Steauro (SEAL)
President

Attest: Julia Lewney
Secretary

BOARD OF SUPERVISORS
ONTELAUNEE TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

By: [Signature] (SEAL)
Chairman

Attest: Jimmy Berger 10/3/24
Secretary

TOWNSHIP OF ONTELAUNEE, BERKS COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024- 11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF ONTELAUNEE, BERKS COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP OF ONTELAUNEE PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA SECOND CLASS TOWNSHIP CODE AND THE INTERGOVERNMENTAL COOPERATION LAW TO ENTER INTO AN AGREEMENT WITH THE BOROUGH OF LEESPORT FOR COOPERATIVE SHARING OF ROAD MAINTENANCE EQUIPMENT AND MANPOWER

Background

WHEREAS, Leesport Borough (“Leesport”), and Ontelaunee Township (“Ontelaunee”) are municipal corporations within Berks County and the Commonwealth of Pennsylvania (collectively, the “Participating Municipalities”); and

WHEREAS, the Participating Municipalities recognize the benefits of jointly and cooperatively sharing road maintenance equipment and manpower for the construction, repair, maintenance and upkeep of their respective roads, streets, highways, and other infrastructure; and

WHEREAS, the Participating Municipalities agree that working together on certain road, street, highway, and other infrastructure construction, repair, maintenance, and upkeep projects as may be agreed upon are in the best interest of their residents and will promote public health, safety, and welfare; and

WHEREAS, the Participating Municipalities desire to formalize their aforementioned mutual understanding by entering into an Intergovernmental Cooperation Agreement for Cooperative Sharing of Road Maintenance Equipment and Manpower (“Agreement”) providing, *inter alia*, that they will share their municipal road maintenance equipment and manpower for certain road, street, highway, and other infrastructure construction, repair, maintenance, and upkeep projects as may be agreed upon by them; and

WHEREAS, pursuant to the Borough Code, 8 Pa.C.S. §1202(24), the Borough Council of Leesport Borough is authorized to enter into agreements with other municipal corporations to perform governmental powers, duties and functions; and

WHEREAS, pursuant to the Second Class Township Code, 53 P.S. § 65101, *et seq.*, the Board of Supervisors of Ontelaunee Township is authorized to enter into agreements with other municipal corporations to perform governmental powers, duties and functions; and

WHEREAS, under the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996, 53 Pa.C.S. § 2301, *et seq.*, as amended (“Act”), the Participating Municipalities may enter into the Agreement upon the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Ontelaunee Township as follows:

1. Background. The Background of this Resolution as set forth above is incorporated by reference herein.
2. Purpose. The purpose of this Resolution is to enable Ontelaunee Township to enter into the Agreement, which is incorporated by reference herein and attached hereto as Exhibit "A."
3. Authorization. The Board of Supervisors of the Township of Ontelaunee hereby authorizes the execution of the Agreement. Upon the Agreement being fully executed by both Participating Municipalities, each Participating Municipality shall include a copy of that fully executed Agreement in their minutes of the public meeting when this Resolution was adopted.
4. Execution. The Chairman of the Board of Supervisors and the Township Secretary are hereby expressly authorized and directed on Ontelaunee Township's behalf to: (i) execute and then deliver a copy of the Agreement to Leesport Borough; and (ii) process, execute, and deliver any such additional notices, document, or instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement.
5. Ratification. All actions of any officer, agent or other representative of Ontelaunee Township heretofore taken in the pursuit of and in furtherance of the provisions of the Agreement are hereby ratified and approved in all respects.
6. Necessary Acts. Ontelaunee Township is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this Resolution and the Agreement.
7. Pennsylvania's Intergovernmental Cooperation Act. This Resolution is adopted pursuant to the authority granted by and in accordance with the requirements of the Act.

FURTHER RESOLVED, that if any provision, sentence, clause, section, or part of this Resolution shall for any reason be found to be unconstitutional, illegal or invalid, such determination shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution, and it is hereby declared to be the intent of the Board of Supervisors of the Township of Ontelaunee that this Resolution would have been adopted had such unconstitutional, illegal or invalid provision, sentence, clause, section, or part not been included herein.

FURTHER RESOLVED, that all Resolutions or parts of Resolutions inconsistent with this Resolution are hereby superseded.

FURTHER RESOLVED, that this Resolution shall be effective immediately.

IN WITNESS WHEREOF, the Board of Supervisors of the Township of Ontelaunee has adopted this Resolution in lawful session this 3rd day of OCTOBER, 2024.

BOARD OF SUPERVISORS OF
ONTELAUNEE TOWNSHIP,
BERKS COUNTY, PENNSYLVANIA

By:

Chairman

Vice Chairman

Member

Attest:

Kimberly Beuge
Secretary

CERTIFICATE

I hereby certify that the foregoing is a true and accurate copy of a Resolution of the Board of Supervisors of the Township of Ontelaunee, Berks County, Pennsylvania, which was fully adopted at a public meeting held pursuant to notice as required by law on the 3rd day of OCTOBER, 2024.


Secretary of Ontelaunee Township

Dated: 10/3/24

EXHIBIT A

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR COOPERATIVE SHARING OF ROAD MAINTENANCE EQUIPMENT AND
MANPOWER**