

**MAIDENCREEK TOWNSHIP  
BERKS COUNTY, PENNSYLVANIA  
RESOLUTION NO. 16 – 2023**

A RESOLUTION PROVIDING FOR MUTUAL AID AND  
COOPERATION IN THE SHARING OF EQUIPMENT AND  
MANPOWER BETWEEN MAIDENCREEK AND ONTELAUNEE  
TOWNSHIPS.

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**WHEREAS** the Pennsylvania Intergovernmental Cooperation Act of December 19, 1996, P.L. 1158, No. 177, found at 53 Pa. C.S.A. § 2301 et seq. as amended from time to time, provides that two (2) or more municipalities in the Commonwealth of Pennsylvania may jointly cooperate in the exercise or performance of their respective governmental functions, powers or responsibilities;

**WHEREAS** Maiden Creek Township, Berks County, Pennsylvania (the "Maiden Creek Township") and Ontelaunee Township, Berks County, Pennsylvania (the "Ontelaunee Township") believe that because of their proximity and respective resources, the interest of the taxpayers in their respective municipalities is best served by the pooling of resources and manpower;

**WHEREAS** Maiden Creek Township and Ontelaunee Township desire to enter into an Inter-Municipal Cooperation Agreement to provide for mutual aid and cooperation in the use of equipment and manpower as a means of more efficiently carrying out their governmental functions.

**NOW, THEREFORE** in consideration of the above recitals, the Board of Supervisors of the Township of Maiden Creek, Berks County, Pennsylvania, resolve as follows:

**Section 1 - Authorization and Agreement**

- a) Grant of Power: This Resolution is adopted under authority granted in the Pennsylvania Intergovernmental Cooperation Act and the Second Class Township Code.
  
- b) Intermunicipal Cooperation Agreement: By adoption of this Resolution, the Board of Supervisors hereby authorizes the Township to:
  - (1) Enter into the Inter-Municipal Mutual Cooperation Agreement with Ontelaunee Township to provide mutual aid and cooperation in the use of equipment and manpower between the municipalities (the "Agreement");

(2) Execute the Agreement, a copy of which is attached hereto as "Appendix A" and incorporated herein by reference.

- c) Duration of the Term of the Agreement: The term of the Agreement shall commence upon the effective date of the Agreement and shall be effective until terminated by either party under the Agreement.
- d) Purpose and Objectives of the Agreement: Maiden creek Township and Ontelaunee Township agree that the municipalities shall provide mutual aid and cooperation in the use of equipment and manpower between the municipalities per the Agreement.
- e) Financing: Maiden creek Township and Ontelaunee Township shall share the costs of ordinary maintenance and expenses associated with the use of the equipment per the Agreement. There shall be no fees charged for use of the equipment.
- f) Organizational Structure: Maiden creek Township and Ontelaunee Township shall remain separate but shall cooperate regarding the use of equipment and manpower per the Agreement.
- g) Real and/or Personal Property: No transfer of ownership of personal, real property, or real estate is authorized by the Agreement.
- h) Employees: No new entity has been created by the Agreement that would require hiring employees.

## **Section 2 - Repeal of Resolutions**

All resolutions or parts of resolutions inconsistent with this resolution are hereby repealed.

## **Section 3 - Severability**

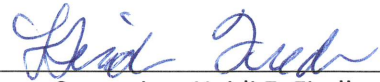
If any provision, sentence, clause, section, or part of this Resolution shall for any reason be found to be unconstitutional, illegal, or invalid, such determination shall not affect or impact any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution, and it is hereby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

## **Section 4 - Effective Date**

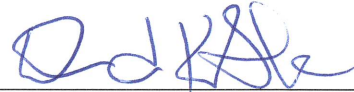
This Resolution shall become effective immediately.

**RESOLVED and ADOPTED** by the Board of Supervisors of the Township of Maiden Creek in lawful session duly assembled, this ninth day of February 2023 A.D.

Board of Township Supervisors  
Maiden Creek Township  
Berks County, Pennsylvania

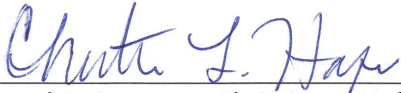


Supervisor Heidi E. Fiedler



Supervisor David K. Franke

*Attestation:*



Township Secretary Christina V. Hafer



Supervisor Joshua G. Meck

## APPENDIX A

### INTER-MUNICIPAL COOPERATION AGREEMENT FOR THE SHARING OF MANPOWER AND EQUIPMENT

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “Agreement”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **MAIDENCREEK TOWNSHIP, Berks County, Pennsylvania**, a Pennsylvania Township of the Second Class, having its municipal offices at 1 Quarry Road, Blandon, Pennsylvania 19510 (“Maidencreek”),

and

**ONTELAUNEE TOWNSHIP, Berks County, Pennsylvania**, a Pennsylvania Township of the Second Class, having its municipal offices at 35 Ontelaunee Drive, Reading, Pennsylvania 19605 (Ontelaunee”).

#### BACKGROUND

Maidencreek Township and Ontelaunee Township and are hereinafter sometimes referred to collectively as the “Townships”.

Pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. § 2301 et seq., the governing body of two (2) or more municipalities in this Commonwealth may make agreements with other municipalities to jointly cooperate in performing governmental functions, powers or responsibilities.

The Townships are political subdivisions existing as Second Class Townships under the laws of the Commonwealth of Pennsylvania.

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

The Townships recognize the benefits of sharing municipal resources and services, including maintenance, equipment and manpower (“Resources”).

The Board of Supervisors of Maidencreek Township and the Board of Supervisors of Ontelaunee Township believe that cooperation in their sharing of equipment and manpower is in the best interests of the residents of each municipality.

The Townships desire to formalize their sharing of Resources and enter into an Intermunicipal Agreement providing, inter alia, that the Townships will share each party’s respective Resources from time to time for the mutual benefit of the parties.

The Townships hereto have taken all such municipal action as is necessary to enter into this Agreement and desire to reduce their understanding into written form.

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

1. Incorporation of Background. The above Background section is incorporated herein by reference as though set forth in full.
2. Purpose. The express purpose of the Agreement shall be to formalize any arrangements between the Townships in which the parties shall 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 municipalities to request use of the Resources as the Requesting Party or 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** – manpower or equipment to be shared between the Providing Party and the Requesting Party.
4. Administration of Cooperative Sharing. The Townships 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 the consent to use the Resources has been obtained.
5. Training and Certification of Operators of Resource. The Requesting Party shall ensure that the operator or user of any Resource has the requested knowledge, training, experience, skills and licenses and certifications, where applicable, necessary for the proper operation of the Resource. The Providing Party has the right to request 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 the Resource to the Requesting Party per this Agreement. The Requesting Party shall be responsible for all ordinary maintenance expenses associated with the use of the Resources while in the Requesting Party's temporary possession. Remuneration, however, shall be due to the owner of the Resource for unusual or burdensome costs or repairs incurred in the cooperative sharing of the Resources. Judgment for the payment of such costs shall be the mutual responsibilities of the

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respective parties' municipal governing bodies.

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 the equipment shall be solely responsible for the operation of the Resources during the time that the Resources are entrusted to them and being utilized by the individual party for maintenance work within their municipal boundary. Each party shall be responsible for all compensation including overtime and 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 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 advanced written notice, by mail, to the other municipality of changes or cancellation of any 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

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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. Adoption of Agreement. Each Municipality will adopt a Resolution or an Ordinance in accordance with the requirements of the Intergovernmental Cooperation Act, Act of December 19, 1996, P.L. 1158, No. 177, found at 53 Pa. C.S.A. § 2301 et seq., so as to give full force and legal effect to this Agreement.

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

14. 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.

15. 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.

16. 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 MAIDENCREEK TOWNSHIP

TO ONTELAUNEE TOWNSHIP

Maidencreek Township  
1 Quarry Rd.; P.O.Box 319  
Blandon, PA 19510

Ontelaunee Township  
35 Ontelaunee Drive  
Reading, PA 19605

17. 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.

18. 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

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law.

19. 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.

20. 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.

21. Time. Time shall be of the essence of this Agreement.

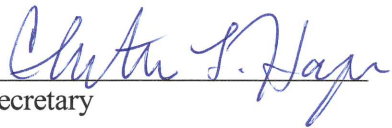
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF SUPERVISORS  
MAIDENCREEK TOWNSHIP  
BERKS COUNTY, PENNSYLVANIA

BOARD OF SUPERVISORS  
ONTELAUNEE TOWNSHIP  
BERKS COUNTY, PENNSYLVANIA

By:  (SEAL)  
Chairman

By: \_\_\_\_\_ (SEAL)  
Chairman

Attest:   
Secretary

Attest: \_\_\_\_\_  
Secretary



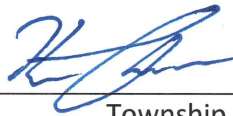
Certificate of Resolution

I hereby certify that Resolution No. 16-2023, which was for "Providing for mutual aid and cooperation in the use of equipment and manpower between Maidencreek and Ontelaunee Townships," is a true and accurate copy of the Resolution which was resolved and adopted on the ninth day of February 2023 A.D. and contains the appendices necessary which truly and accurately reflect those documents which the Board of Supervisors understood to accompany Resolution No. 16-2023.

We the Undersigned Hereby Attest  
to this:



Township Secretary  
Christina L. Hafer



Township Manager  
Hunter L. Ahrens

2/13/2023  
Date