



CITY COUNCIL

Committee of the Whole

Monday, August 23, 2010

Council Office

5:00 pm

Agenda

Although Council committee meetings are open to the public, public comment is not permitted at Council Committee of the Whole meetings. However, citizens are encouraged to attend and observe the meetings. Comment from citizens or professionals during the meeting may be solicited on agenda topics via invitation by the President of Council.

- I. Bottling Plant Zoning Permit Extension (Solicitor)**
- II. Fire Training Center Agreement**
- III. Call Center**
 - A. Annual Cost (labor and equipment/supplies)**
 - B. "877" Call Costs**
 - C. Act 47 Impact**
 - D. Update re Call Center Statistics**
 - E. Services Center**
 - 1. Function and management**
 - 2. Staffing and labor costs**
 - 3. Construction Costs for new Services Center**
 - 4. Penn Room relocation & construction costs**
- IV. Agenda Review**

COMMITTEE of the WHOLE
CITY COUNCIL

MINUTES
August 2, 2010
5:00 P.M.

COUNCIL MEMBERS PRESENT:

S. Marmarou, D. Reed, V. Spencer, D. Sterner, J. Waltman

OTHERS PRESENT:

L. Kelleher, S. Katzenmoyer, A. Mukerji, D. Kersley, F. Denbowski, C. Younger, C. Geffken

Mr. Spencer called the Committee of the Whole meeting to order at 5:04 p.m.

I. Redevelopment Authority Presentation

Mr. Spencer stated that the presentation is to update Council on current redevelopment projects.

Mr. Mukerji stated that the centerpiece of the downtown redevelopment is the Double Tree hotel. He noted that the drawings have been finalized and plans are before the Planning Commission. He stated that Hilton tightly controls the design of the hotels. The hotel will contain 208 rooms. Build America Bonds totaling \$42 million have been sold for this project and the coordinating parking garage project. The garage project should be open by the end of August. Ground breaking for the hotel is slated for late October.

Mr. Mukerji stated that Build America is a federal program for infrastructure improvements. He stated that 35% of the interest on the bond is paid by the federal

government.

Mr. Mukerji stated that this will provide a shorter break even period. He stated that Governor Rendell has been very helpful with the project.

Mr. Mukerji stated that work is progressing on the Goggleworks Apartments projects. There will be 59 units with twelve of them being classified as affordable housing units. He explained that affordable does not necessarily mean low income and that these will not be Section 8 housing. He noted his hope that seniors would occupy the affordable units.

Ms. Reed questioned if these units would need to be Section 8 as HUD funding was needed to move the project forward. Mr. Mukerji explained that HOME funding was used. HOME funding is based on affordability for ten years based on the median income of Berks County.

Ms. Reed questioned if senior would be classified as 55 or 65. Mr. Mukerji stated that he did not know the age for seniors but stated that he would report back to Council.

Ms. Reed noted the need for the City to build its middle class.

Mr. Spencer suggested that Mr. Luckey from the Housing Authority make a presentation on this project in the near future.

Mr. Acosta arrived at this time.

Mr. Mukerji explained that a repair garage and Chima were located on the area proposed for the apartments. He noted that Chima was relocated to Wyomissing. He also noted that this property generated \$7,500 per year in property taxes for the City in the past. He stated Mr. Boscov's intention of providing a PILOT of \$30,000 per year to the City once the building is complete and occupied. He noted that this project will be an asset to the community.

Mr. Mukerji stated that he is currently working with several restaurants who wish to locate in the first floor of the nearby parking garage. He noted the need for quality facilities that are committed to being in the City.

Ms. Reed stated her belief that the units should be rented to those with middle incomes or higher to allow the City to collect increased EIT as well. She stated that the units should be at or higher than market rate. Mr. Mukerji stated that market rate is difficult to discern in this instance as there are no other properties like this in the City. He stated that in the future, the units may be sold as condos. He noted that there will be secure

parking below the building and an open air area and gym for residents.

Mr. Acosta questioned the rental amount. Mr. Mukerji stated that they would average \$1,100 per month for a two bedroom unit.

Mr. Marmarou noted that he was very enthused about this project. He noted that the new units in Wyomissing are not doing well. Mr. Mukerji stated that Berks Economic Partners has reported that these units are 80% occupied. He noted his belief that the economy is beginning to improve.

Mr. Robinson arrived at this time.

Mr. Marmarou stated that Penn Ave businesses do not report an increase in customers from those living in the units.

Mr. Mukerji stated that the project in the 1000 block of Penn St has halted. He stated that one property was sold before the economy fell.

Mr. Mukerji described the success of new businesses who located in the City – PA Counseling Services at 125 S 5th St created 25 new jobs and Keystone Software at 844 Centre Ave created 5 new jobs. He noted that he is currently negotiating with several other businesses through the Small Business Administration 504 loan program.

Mr. Mukerji stated that Penn St will be a future focus with better retail on the street level and merchants living in the upstairs. He noted his hope that the retail would be equal to or better than that found in West Reading. He noted that there is no program in place to maintain the outside or upper floors of these properties. He stated his hope that this would tie into the artist community around the Goggleworks.

Mr. Mukerji noted his concern about children playing on the lot of the former market building at S 6th and Bingaman Sts. He stated that a temporary fence has been installed to keep people from accessing the sub-basement. He noted that dirt from the Goggleworks Apartments project will be dumped at this site to fill in the sub-basement.

Mr. Acosta explained that neighborhood children use the lot to play baseball. He noted that they do not use Reading Iron as it does not have a good appearance. Mr. Spencer suggested adding lighting to this playground. Mr. Denbowski explained that this playground will be rehabilitated in 2011.

Mr. Mukerji stated that Canal St parcel 32 is for sale and that the Reading Eagle property on N. 2nd St has been sold to RACC.

Ms. Reed questioned putting a sports complex at the Glidden site. Mr. Mukerji stated that this site may not meet EPA standards for outdoor facilities.

Mr. Spencer requested periodic updates from Mr. Mukerji.

The meeting adjourned at 5:36 pm.

Respectfully
Submitted
Linda A. Kelleher, CMC
City Clerk

COMMITTEE of the WHOLE
CITY COUNCIL

MINUTES
August 9, 2010
5:00 P.M.

COUNCIL MEMBERS PRESENT:

D. Sterner, V. Spencer, F. Acosta, J. Waltman, D. Reed, S. Marmarou, M. Goodman-Hinnershitz

OTHERS PRESENT:

L. Kelleher, S. Katzenmoyer, C. Younger, C. Geffken, D. Robinson

Mr. Spencer called the Committee of the Whole meeting to order at 5:06 p.m.

I. Bottling Plant Zoning Permit Extension

Mr. Younger stated that he was not prepared to make a report at this time. He stated that no action will be taken before Council is updated.

Ms. Kelleher recalled that the Zoning Hearing Board stated that Council approval was needed by a specific date. Mr. Acosta noted that the date has passed. He stated his belief that the extension was based on Council approval.

Mr. Marmarou noted that many people who live on Schuylkill Ave do not understand the impact this plant will have. Ms. Reed stated that it has not been properly explained to residents.

Mr. Waltman questioned what had changed since the last plan and the education of residents at that time. Ms. Reed stated that changes are unknown until Council receives an update.

Mr. Spencer stated that the funding of the project is also unknown if the extension has not been granted.

Ms. Goodman-Hinnershitz noted the importance of separating the zoning issue from the neighborhood issues. Mr. Waltman disagreed as per the past circumstances and that this may be the only time Council has a voice on the issues.

Ms. Reed noted the need for project information to be relayed to residents.

Mr. Waltman noted that the trucks may also be problematic due to the area's crumbling by-pass roadways and bridges.

Mr. Spencer noted that State legislation may become a driving force regarding the granting of the extension.

Mr. Waltman noted that this plant has other current agreements already in place. He stated that these agreements should be reviewed.

Mr. Younger stated that Council will receive an update before September 1.

II. Call Center

Mr. Geffken distributed statistical information regarding the Call Center.

Mr. Denbowski arrived at this time.

Mr. Geffken stated that the annual cost of the Call Center is \$160,000 which includes the salaries of two operators and one manager. He noted that one position was eliminated in 2010 but that service is still available in both English and Spanish.

Mr. Geffken stated that the 877 costs are \$1,500 annually.

Mr. Geffken stated that the Act 47 Recovery Plan states that the Call Center should be eliminated unless the City can find comparable savings elsewhere. He noted the Administration's hope that the Call Center can remain as it has been very successful. He noted that the Call Center data is being analyzed and the details will be presented to Council.

Mayor McMahon arrived at this time.

Mr. Geffken reviewed the information distributed.

Ms. Goodman-Hinnershitz questioned if the Call Center were disbanded if individual departments would handle all their own calls. Mr. Geffken responded affirmatively.

Mr. Waltman expressed his belief that the goal of the Call Center should have been accomplished by this time. He noted that statistical information should be identifying breakdowns to increase customer service. He requested additional information including the time frame from call to complaint resolution and how the complaints and the breakdowns are communicated to staff. He stated that the City system is complaint-based and the continuous increase in complaints means the City is not making improvements. Mr. Geffken stated that he would provide this information.

Ms. Goodman-Hinnershitz noted her experience with other systems of this type. She stated her belief that it is positive when calls increase because it shows that people care about their community. She noted the need to use the data effectively to solve problems and handle complaints. She expressed her concern about the potential elimination of the Call Center and how that would impact other City departments.

Mayor McMahon stated that the call volume may be increasing due to more citizens taking advantage of this service. He stated that some residents continue to contact individual departments but many more are using the Call Center.

Mr. Marmarou questioned how people who call, hang up, and call back later affect these statistics. Mr. Geffken stated that if the call is regarding the same topic it is considered one call; if it is regarding differing topics it is considered multiple calls. He noted that call backs cannot be differentiated at this time.

Ms. Reed noted her concern with the cost of the 877 number. She stated that cell phones offer free long distance. She noted that the call center should have a local number. This would eliminate \$7,500 over five years. She requested analysis of the cost of the Call Center versus the cost of manpower needed to answer calls in individual departments. Mr. Geffken stated that he would provide this analysis.

Mr. Sterner questioned the percentage of complaints resolved. Mr. Geffken stated that he would provide this information.

Ms. Goodman-Hinnershitz also requested information regarding prioritization of calls for response times. Mr. Geffken stated that this system can be created for future calls.

Ms. Reed noted that departments should prioritize when complaints are received. Mr. Geffken stated that departments do prioritize.

Mr. Waltman reiterated the need to use the data to make improvements.

Ms. Goodman-Hinnershitz stated that many times calls trend upward during the first five years a Call Center is instituted. She noted the need to analyze the call data to guide City policy.

Mr. Sterner questioned if Service Request numbers are only assigned to complaints. Mr. Geffken explained that each call is assigned a number but only complaints result in open cases.

Mayor McMahan suggested that the Call Center manager attend a future meeting.

Mr. Spencer stated that he has no clear understanding of the gains made after instituting the Call Center. He reminded Council that, at the time, many employees did not have access to Hansen or know how to use it. He stated that other cities do not have Call Centers and are still efficient. He noted that there are some benefits but the City is not using the information effectively. He also noted the need for a cost analysis.

Mr. Geffken stated that he realized Council had not been receiving information regarding the Call Center shortly after he began his tenure here. He stated that Council cannot make informed decisions without information and stated that he will submit additional information.

Ms. Reed questioned why the Call Center handles calls for the Water Authority. Mr. Spencer stated his understanding that the Water Authority contributes to the funding of the Call Center. Mr. Denbowski stated that the Solid Waste office also contributes.

Mr. Waltman noted that the Call Center can be a great tool. He noted the need for the City to take advantage of the information available.

Ms. Goodman-Hinnershitz suggested that the increase in calls regarding the Water Authority may be tied to their construction projects.

Mr. Spencer noted the need to make decisions regarding the Call Center as the October 1 budget submission is quickly approaching.

III. Fire Training Center

Mayor McMahan explained that the County has invested \$6 million in the Fire Training Center. He noted that if there is no agreement on this issue it may be an impediment to other issues.

Ms. Goodman-Hinnershitz questioned if this was the most recent draft. Mr. Geffken stated that it was.

Mr. Spencer reminded Council that there is a current agreement in place regarding the Fire Training Center.

Ms. Kelleher explained that the Fire Training Center and Airport Authority agreements were tied to the Library agreement in the late 1990's. She noted the current agreement was to be in place for 99 years.

Ms. Goodman-Hinnershitz noted the need for agreements to have shorter time limits to allow for review and update. She noted the need to separate the agreements.

Ms. Kelleher stated that there are issues that are not addressed in this agreement including future access to fire training after the 20 year time period.

Mr. Acosta expressed his concern with this issue. He noted that he supports an agreement but that the agreement should better define the City's interests.

Ms. Goodman-Hinnershitz noted that the agreement states "at least 20 years." Mr. Acosta explained that in 20 years the County could tell the City that it has no standing for review of the agreement.

Mr. Sterner noted his issue with the City having to buy the property back from the County at market value after selling it to the County for \$1.

Mr. Spencer suggested inviting Commissioner Barnhardt to a future meeting to discuss this issue. He noted the need for clear language.

Mayor McMahan requested that Council put their concerns in writing to relay to the Commissioners. He suggested that the agreement state that the County compensate the City if there would be a need for a new facility.

Mr. Acosta explained his issue with #4 the last phrase of the last sentence "with the County having the right to approve and/or modify proposed training depending on costs or operational issues." He noted that the City should be able to schedule needed training without the County's approval and requested a definition of costs. He also noted that the County should not receive free water and sewer service. He also stated that the right of first refusal should be better defined.

Mr. Waltman agreed with the water issue. Mr. Spencer reminded all that the School District will begin paying for water in the near future. He requested the current costs

for water/sewer at this facility. Mr. Geffken agreed to provide that information.

Mr. Spencer requested a definition of consumables as referred to in Attachment A #1.

Mr. Acosta noted the inequity of selling the facility to the County for \$1 but having to buy it back for market value.

Mr. Spencer suggested that the Fire Training Center be discussed at the upcoming Public Works Committee meeting. He suggested that the Committee compile a list of concerns which will be discussed with Commissioner Barnhardt at a future Committee of the Whole meeting.

Mr. Sterner questioned the position of the Fire Chief on this agreement. Mr. Geffken stated that he would prefer keeping the current agreement but is willing to cooperate.

Ms. Goodman-Hinnershitz suggested adding a review period to the agreement.

IV. Agenda Review

Mr. Spencer stated that the Administration has requested adding a resolution to the agenda. The resolution would authorize the Mayor to apply for a \$2 million Challenge Grant II application with the US HUD.

Mr. Robinson explained that \$1.6 million of the grant would be used for property acquisition and planning in the Penn Corridor area. He noted that Mr. Boscov has pledged the \$600,000 local match required for the grant.

Council reviewed this evening's agenda including:

- Ordinance increasing the rental registration fee from \$50 to \$100 per unit

Mayor McMahon explained that this is part of the Act 47 Recovery Plan to allow the inspection of rental units on a two year cycle. It would also fund the position of the Housing Coordinator which is also part of the Act 47 Recovery Plan.

Mr. Geffken stated that a human resources firm will be conducting a national search to fill this position.

Mr. Spencer questioned if this increase was supported by the Maximus study. Ms. Kelleher stated that the study did suggest this increase.

Mr. Jones joined the meeting at this time.

- Ordinance establishing a four way stop at N. 13th and Richmond Sts

Mr. Marmarou questioned why this item was not up for action this evening. He requested that action be taken. Mr. Geffken stated that he requested delaying action until after Albright classes resume and the data is verified through a second study.

Mr. Marmarou noted his preference to take action.

Mr. Acosta questioned if the stop sign remains without Council approval if the City would be liable for any accidents it may cause. Mr. Younger stated that there may be an issue if a citation is issued for not stopping at the intersection, as the citation may not be enforceable because the sign was installed before Council approved the installation.

Mr. Marmarou noted his belief that the stop signs would cause accidents. Mr. Younger replied that this would be difficult to prove.

Mr. Acosta noted his concern about removing the sign. He suggested that the data be verified before action is taken. He noted that the study would provide Council with the information needed to make an informed decision.

Mr. Spencer explained that he requested copies of the data concerning the 13th & Greenwich and 5th & Bingaman intersections. He noted the need for data to be collected and analyzed consistently. He noted his frustration with different results for different areas of the City.

Mr. Jones stated that he recently received the data requested. He stated that he will provide copies to Council.

Mr. Geffken stated that the City is now in a quandary and would be liable for accidents if it remains or if it were removed.

Mr. Spencer suggested that this issue be reviewed at the Public Works Committee. Mr. Jones stated that he would be unable to attend this month's Committee meeting. He stated that there is no one else with a traffic background to speak on the issue.

Mr. Marmarou agreed to wait to take action.

The meeting adjourned at 6:51 pm.

Respectfully Submitted
Linda A. Kelleher, CMC

City Clerk

BILL NO. _____-2010

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO EFFECTUATE THE TRANSFER OF OWNERSHIP OF PREMISES KNOWN AS “THE FIRE TRAINING CENTER”, READING, BERKS COUNTY, PA FROM THE CITY OF READING TO THE COUNTY OF BERKS.

WHEREAS, the City of Reading is interested in transferring ownership of property known as “the Fire Training Center”, Reading, Berks County, Pennsylvania; and

WHEREAS, the County of Berks is willing to obtain ownership of said premises under certain conditions; and

WHEREAS, the City of Reading finds that said conditions are acceptable.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents required to effectuate the transfer of the ownership of premises known as “the Fire Training Center” , Reading, Berks County, Pennsylvania, (pursuant to the attached agreement’s conditions) from the City of Reading to the County of Berks.

SECTION 2. This Ordinance shall be effective ten (10) days after passage and approval by the Mayor.

Enacted _____, 2010

President of Council

Attest:

City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this _____ day of

_____,

2010, between the County of Berks, with its principal place of business at 633 Court Street, 13th Floor, Reading, Pennsylvania 19601 (hereinafter the "County") and the City of Reading (hereinafter the "City"), with its principal place of business at 815 Washington Street, Reading, Pennsylvania 19601.

WHEREAS, the City of Reading is the current fee simple owner of the land on which the County of Berks maintains the Berks County Fire Training Center;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally bound, the parties agree as follows:

1. The City shall transfer within three (3) months of subdivision approval, for the consideration of one dollar (\$1.00) and without restriction, fee simple title to the Fire Training Center land. The land transfer shall include all land currently enclosed within the chain link fence of the Fire Training Center and the parking lot area adjacent to the Fire Training Center Administration Building. In addition, the County shall be given a six (6) foot right-of-way along the property line to be maintained by the County and access to the property's storm water and oil/water separator outfalls into the Angelica Creek for clearing and testing purposes.
2. This Agreement is contingent on the subdivision plan being approved by the City Planning Commission. The City shall prepare and submit to the Planning Commission all necessary paperwork. The City shall have its contractor bill the County directly for all costs associated with the preparation of the subdivision.

3. The County of Berks shall be permitted, at its expense, to immediately conduct a survey of the property to prepare an appropriate legal description of the property to be transferred.
4. The Lease Agreement between the County and City dated December 11, 2000 respecting this property shall be terminated. The City shall have the right to continue to use the Fire Training Center and property for a period of at least twenty (20) years consistent with the current uses of the City of Reading Fire Department, Police Department and other City departments. The specific details of the terms of this usage are identified in attachment A to this Lease Agreement. The City shall be governed by the same rules and regulations as any municipal fire department in Berks County, with the County having the right to approve and/or modify proposed training depending on costs or operational issues.
5. In the event the County decides to sell the Fire Training Center buildings and/or land, the City shall be given the right of first refusal to purchase the buildings and/or land for fair market value.
6. The County shall grant to the City of Reading and Cumru Township utility easements for all sewer and water lines crossing the land. The County shall grant additional easements as necessary for future construction projects at the waste water treatment plant.
7. The County shall be responsible for the utility costs of electric, gas, phone and trash removal for such time as it continues to own the Fire Training Center.
8. The City shall provide, at no cost to the County, water and sewer service to the Fire Training Center.
9. The City shall be permitted, at its cost, to install communication equipment on the existing water tower in connection with the operation of the Waste Water

Treatment Plant provided said equipment is in compliance with the lease agreement currently in place between the County of Berks and Sprint-Nextel. The City shall be responsible for the cost of all improvements or modifications necessary to accommodate the installation of said communications equipment. Additionally, all utility costs associated with the equipment shall be the responsibility of the City. The City shall permit periodic interruptions in the operation of the communication equipment as may be necessary for the County or its contractors to maintain the water tower, and as may be necessary for Sprint-Nextel, or their successor, to maintain their existing equipment. The City shall be provided reasonable notice of any planned interruptions to ensure impact to the operations of the wastewater treatment plant is minimized. In the event the water tower ceases to exist or is no longer maintained at the option of the County, the City shall have the right, at its expense, to erect a new communications tower on the land provided the tower does not interfere with the operation of the facility for its intended purpose. The County shall have the right, at its expense, to erect and maintain communications equipment on any such City constructed communications tower for County communications purposes.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

CITY OF READING COUNTY OF BERKS

Mayor Mark C. Scott, Esquire
Chair Board of Commissioners

City Council President

ATTEST: ATTEST:

Terry L. Styer, Chief Clerk

ATTACHMENT A

For a period of at least twenty (20) years the County shall provide, at no cost, to the City:

1. Access to and use of the Fire Training Center and land on a reservation basis. The cost of consumables shall be billed to the City. The County will make its best effort to accommodate the current and future training needs for the City of Reading departments in scheduling without cancelling previously scheduled events.
2. An office in the Fire Training Center Administration Building for use by the Reading Fire Department Training Lieutenant.
3. A gear locker, a personal use locker, and classroom storage space.
4. Classroom space in the Administration Building for use by the City and City Departments, including the Reading Police Department Bomb Squad, provided these City Departments follow the procedures outlined in the Fire Training Center Standard Operating Procedure Manual for reservation of the classroom space. If possible, priority will be given to the City for use of Classroom "B." However, reservations will be accepted on a first come first served basis.
5. Controllers for City Apparatus and Chiefs to open the gate to the property.
6. The Reading Police Department Bomb Squad shall have use of the Berks County Department of Emergency Services Special Operations Group workshop and storage space in the mezzanine section of the garage area. The Reading Police Department Bomb Squad shall have access to their equipment, the garage and workshop for repair or maintenance of their equipment. Use of the air room to refill self-contained breathing apparatus under County staff supervision as available.

7. Telephone, fax machine and copier usage for office and administrative use. The copier shall not be used for mass production of student or training materials.

The City agrees that:

1. All usage and training activities at the Fire Training Center shall be conducted in accordance with the procedures outlined in the Fire Training Center Standard Operating Procedures.

2. It shall defend, indemnify and hold harmless the County, its elected officials, employees and agents, from and against any and all liability, damages, claims, suits liens and judgments (including reasonable attorney's fees) of whatever nature, for injuries to or death of any person or persons or damage to the property, to the extent attributable to the negligence of the City or the City's failure to perform in accordance with the provisions of this Agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this _____ day of _____, 2010, between the County of Berks, with its principal place of business at 633 Court Street, 13th Floor, Reading, Pennsylvania 19601 (hereinafter the "County") and the City of Reading (hereinafter the "City"), with its principal place of business at 815 Washington Street, Reading, Pennsylvania 19601.

WHEREAS, the City of Reading is the current fee simple owner of the land on which the County of Berks maintains the Berks County Fire Training Center; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally bound, the parties agree as follows:

1. The City shall transfer within three (3) months of subdivision approval, for the consideration of one dollar (\$1.00) ~~and without restriction~~, fee simple title to the Fire Training Center land. The land transfer shall include all land currently enclosed within the chain link fence of the Fire Training Center and the parking lot area adjacent to the Fire Training Center Administration Building. In addition, the County shall be given a six (6) foot right-of-way along the property line to be maintained by the County and access to the property's storm water and oil/water separator outfalls into the Angelica Creek for clearing and testing purposes.
2. This Agreement is contingent on the subdivision plan being approved by the City Planning Commission. The City shall prepare and submit to the Planning Commission all necessary paperwork. The City shall have its contractor bill the County directly for all costs associated with the preparation of the subdivision.
3. The County of Berks shall be permitted, at its expense, to immediately conduct a survey of the property to prepare an appropriate legal description of the property to be transferred.
4. The Lease Agreement between the County and City dated December 11, 2000 respecting this property shall be terminated. The City shall have the right to continue to use the Fire Training Center and property for a period of at least twenty (20) years consistent with the current uses of the City of Reading Fire Department, Police Department and other City departments. The specific details of the terms of this usage are identified in attachment A to this Lease Agreement. The City shall be governed by the same rules and regulations as any municipal fire department in Berks County, ~~with the County having the right to approve and/or modify proposed training depending on costs or operational issues.~~

5. In the event the County decides to sell the Fire Training Center buildings and/or land, **the County shall provide written notice to the Mayor and City Council within 30 days and the County shall provide the City with shall be given the right of first refusal to purchase the buildings and/or land for \$1 for fair market value. If, after three (3) months of the written notice from the County, the City refuses to purchase the buildings and/or land, the County may proceed with selling the buildings and/or land and shall share in the cost of building or providing a new fire training facility with the City and surrounding municipalities.**

6. The County shall grant to the City of Reading and Cumru Township utility easements for all sewer and water lines crossing the land. The County shall grant additional easements as necessary for future construction projects at the waste water treatment plant, **at no cost to the City.**

7. The County shall be responsible for the utility costs of electric, gas, phone, water/sewer and trash removal for such time as it continues to own the Fire Training Center.

~~8. The City shall provide, at no cost to the County, water and sewer service to the Fire Training Center.~~

9. The City shall be permitted, at its cost, to install communication equipment on the existing water tower in connection with the operation of the Waste Water Treatment Plant provided said equipment is in compliance with the lease agreement currently in place between the County of Berks and Sprint-Nextel. The City shall be responsible for the cost of all improvements or modifications necessary to accommodate the installation of said communications equipment. Additionally, all utility costs associated with the equipment shall be the

responsibility of the City. The City shall permit periodic interruptions in the operation of the communication equipment as may be necessary for the County or its contractors to maintain the water tower, and as may be necessary for Sprint-Nextel, or their successor, to maintain their existing equipment. The City shall be provided reasonable notice of any planned interruptions to ensure impact to the operations of the wastewater treatment plant is minimized. In the event the water tower ceases to exist or is no longer maintained at the option of the County, the City shall have the right, at its expense, to erect a new communications tower on the land provided the tower does not interfere with the operation of the facility for its intended purpose. The County shall have the right, at its expense, to erect and maintain communications equipment on any such City constructed communications tower for County communications purposes.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

CITY OF READING COUNTY OF BERKS

Thomas M. McMahon
Mayor

Mark C. Scott, Esq.
Chair Board of Commissioners

Vaughn D. Spencer
City Council President

ATTEST:

ATTEST:

Linda A. Kelleher CMC, City Clerk

Terry L. Styer, Chief Clerk

AMENDED - ATTACHMENT A

For a period of at least twenty (20) years the County shall provide, at no cost, to the City:

1. Access to and use of the Fire Training Center and land on a reservation basis. ~~The cost of consumables shall be billed to the City.~~ The County will make its best effort to accommodate the current and future training needs for the City of Reading departments in scheduling without cancelling previously scheduled events.
2. An office in the Fire Training Center Administration Building for use by the Reading Fire Department Training Lieutenant.
3. A gear locker, a personal use locker, and classroom storage space.
4. Classroom space in the Administration Building for use by the City and City Departments, including the Reading Police Department Bomb Squad, provided these City Departments follow the procedures outlined in the Fire Training Center Standard Operating Procedure Manual for reservation of the classroom space. If possible, priority will be given to the City for use of Classroom "B." However, reservations will be accepted on a first come first served basis.
5. Controllers for City Apparatus and Chiefs to open the gate to the property.
6. The Reading Police Department Bomb Squad shall have use of the Berks County Department of Emergency Services Special Operations Group workshop and storage space in the mezzanine section of the garage area. The Reading Police Department Bomb Squad shall have access to their equipment, the garage and workshop for repair or maintenance of their equipment. Use of the air room to refill self-contained breathing apparatus under County staff supervision as available.
7. Telephone, fax machine and copier usage for office and administrative use. The copier shall not be used for mass production of student or training materials.

The City agrees that:

1. All usage and training activities at the Fire Training Center shall be conducted in accordance with the procedures outlined in the Fire Training Center Standard Operating Procedures.
2. It shall defend, indemnify and hold harmless the County, its elected officials, employees and agents, from and against any and all liability, damages, claims, suits liens and judgments (including reasonable attorney's fees) of whatever nature, for injuries to or death of any person or persons or damage to the property, to the extent attributable to the negligence of the City or the City's failure to perform in accordance with the provisions of this Agreement.