



***CITY COUNCIL***  
***Housing, Economic Development***  
***and Strategies Committee***

**Monday, May 7, 2012**  
**5:00 pm**  
**City Council Office**

**COMMITTEE OF THE WHOLE AT THE BEGINNING  
OF BOTH COMMITTEE MEETINGS**

**I. Water Authority Lease Agreement (draft attached)**

---

**The Housing, Economic Development and Strategies Committee's responsibilities includes Housing Planning strategies, Building Code/Inspection, Economic Development, Citywide Economic Development Programs, Small Businesses, Business Improvement Districts and Enterprise Zones.**

**Committee Members:** Randy Corcoran (Chair), Marcia Goodman Hinnershitz (Vice-Chair) and Jeffrey Waltman

*Although Council committee meetings are open to the public, public comment is not permitted at Council Committee 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 Committee Chair.*

*All electronic recording devices must be at the entry door in all meeting rooms and offices, as per Bill No. 7-2012*

**I. Housing Ordinance Update (CE01 & CD01) - R. Natale & D. Kersley**

## **II. Review QoL Report**

## **II. Certificate of Transfer**

- a. Interior Inspections**
- b. Perceived City Liability re Interior Inspections**
- c. Pilot Program**

## **III. Outcomes of MDJ Rulings on Codes Cases**

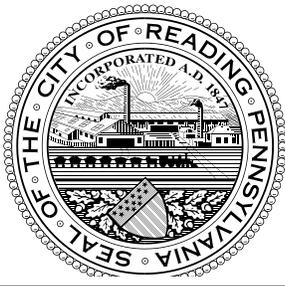
*(see sample copied in from the City website re Codes Cases at the MDJs)*

## **IV. Micro Enterprise Loan Program – L. Agudo**

## **V. Keystone Opportunity Zone – L. Agudo**

### **Follow Up Items**

- February 2012 – Plumbing Code Amendment
- February 2012 - Update on Zoning Backlog
- Report on disposition of Codes Cases at MDJ Hearings
- Request receipt of monthly Codes Report
- Review RFPs for Delinquent BPL and other fee/tax collection
- Update on Certificate of Transfer pilot



# *CITY COUNCIL*

## ***Housing, Economic Development & Strategies Committee***

### **Meeting Report Monday, April 2, 2012**

**Committee Members Attending:** R. Corcoran, Chair, J. Waltman

**Others Attending:** L. Kelleher, R. Natale, C. Younger

Mr. Corcoran, Chair, called the meeting to order at approximately 5:40 pm.

#### **Housing Ordinance Update**

Mr. Natale updated the Committee on the implementation of the Housing related ordinance and the move to use iPads in the field. He also described his new ability to track citations, notices of violation, placarding, etc. due to the automation of those processes. He also described the work group composed of Ms. Butler, Ms. Kelleher, Mr. Kersely, himself, and Mr. Welz, on an as needed basis, to review the ordinances being implemented.

Mr. Corcoran described the meeting on Thursday, March 22<sup>nd</sup> with the Housing group composed of REIA (Real Estate Investment Association) and RBAR (Reading-Berks Association of Realtors) with the Housing work group to discuss and question various housing issues. He noted that the majority of the issues raised were more centered around participant's lack of education on various issues such as graffiti abatement, using indoor furniture outdoors, sneakers hanging on electrical wires, etc. He noted

that although REIA was invited to the meeting, they did not send any participants.

Mr. Natale distributed a list of properties that have received notices of violation and citations. The listing with citations notes if the property did or did not comply after the follow-up inspection. He reminded the group of the process whereby a notice of violation is issued if a Codes Inspector notices something that does not comply with the Property Maintenance Code, the issue is rechecked in about five (5) to seven (7) days and if the owner is in non-compliance at the re-check, a citation and fine is issued.

Mr. Natale also explained Codes work to educate the landlords. He stated that the education sessions are successful and the majority of investors seem to support the City's move to enforce regulations against all properties. He also noted the City's desire to purchase fifty (50) properties off the County tax sale repository list; however a funding source needs to be identified so the City has the ability to maintain these properties.

Ms. Kelleher noted that the eminent domain work group composed of herself, Ms. Butler and Mr. Mooney are working to find a funding pool for the Reading Redevelopment Authority for maintenance, acquisition and possibly demolition of properties. She noted Mr. Wright's belief that the HOME funding allocated annually through HUD will be eliminated within the next two (2) to five (5) years. She stated that this continued reduction in funding and potential loss of funding will threaten the work of the Blighted Property Review Committee.

Mr. Corcoran recognized Mr. Spatz, reporter from the Reading Eagle, who noted that the Redevelopment Authority is undertaking a market value analysis of all City properties. Ms. Kelleher noted the Redevelopment Authority's interest in housing and its participation in the City's Housing Partner work group that is a product of the Blighted Property Review Committee's work.

### **Certificate of Transfers**

Mr. Corcoran described the City's presentation to RBAR on Thursday, March 22<sup>nd</sup>. He stated that Ms. Butler, Mr. Natale, Ms. Kelleher and Ms. Reinhart explained that the Certificate of Transfer program is on hold. He reviewed the identification of a hurdle with inspections of single family, owner-occupied properties. He stated that the majority of the realtors at this session expressed the belief that interior inspections should be included if the City wants to properly fix its housing stock problems.

Mr. Natale explained that Muhlenberg and Spring Township do interior inspections.

He explained his need to cite issues that go beyond the basic health and safety items covered in the Certificate of Transfer ordinance. He and Mr. Younger explained the City's liability if issues identified are not brought into compliance. Ms. Kelleher noted that the ordinance contains an errors and omissions clause and a disclaimer.

Ms. Kelleher suggested an option to do the interior inspection after an offer for purchase is made but before settlement. Mr. Corcoran noted that that approach would hinder the buyers' ability to negotiate with the seller to correct the deficiencies.

Mr. Natale suggested performing an exterior inspection when the property is listed, providing the property owner with a packet that included the Property Maintenance Code and the Certificate of Transfer ordinance, and provide the property owner with the opportunity to have an interior inspection prior to the sale. He stated that property owners who refuse to allow the inspection will need to sell their property "As Is" and it will be the buyers' responsibility to bring the property into compliance. He stated that using that method will allow the inspection of all properties.

Mr. Corcoran described the City's plan to take six (6) properties through a PILOT test prior to the implementation of the full ordinance. Ms. Kelleher stated that properties were provided by R-BAR and are a mix of owner-occupied, rental, commercial/mixed use.

Mr. Waltman requested a copy of the ordinance and packet that will provided to the seller and the buyer.

### **MDJ Rulings**

Mr. Natale distributed a list that shows the disposition of Codes cases at the MDJ court level. A more complete report will be provided at May's meeting.

*Respectfully submitted by Linda Kelleher CMC, City Clerk*

### **FOLLOW UP ISSUES**

1. Report on disposition of Codes Cases at MDJ Hearings
2. Request receipt of monthly Codes Report
3. Review RFPs for Delinquent BPL and other fee/tax collection
4. Update on Certificate of Transfer pilot

**From:** Hay, Derald J. [mailto:DHay@foxrothschild.com]  
**Sent:** Wednesday, May 02, 2012 3:21 PM  
**To:** 'Linda Kelleher'  
**Cc:** Miravich, John J.  
**Subject:** RE: FW: RAWA Compromise

Linda,

Your prior comments were very insightful and have been incorporated!

Thanks for passing along the additional suggestion. I incorporated the proposed concept in Paragraph 10 of the Addendum (related to the City's take-back powers).

It is not entirely clear if it is legally possible to nullify/void any transaction that might encumber the property. However, we believe that the agreement sufficiently protects the City's interests to be able to have control in the event RAWA attempts any transaction related to the Ontelaunee Property.

Derald J. Hay  
Attorney at Law  
Fox Rothschild LLP  
747 Constitution Drive, Suite 100  
Exton, PA 19341-0673  
Direct Dial: 610-458-2990

 Please consider the environment before printing this message.

---

**From:** Linda Kelleher [mailto:linda.kelleher@readingpa.org]  
**Sent:** Wednesday, May 02, 2012 1:15 PM  
**To:** Jeff Waltman; City Council; Miravich, John J.; Hay, Derald J.  
**Cc:** Michelle Katzenmoyer  
**Subject:** RE: FW: RAWA Compromise

John and Derald...please see the suggestion below and respond. Also Derald included the suggestions I made yesterday and included them in the latest draft. Could you please let us know if these revisions are legally sound and provide sufficient coverage if enforcement should be required now or in the future? Council will be discussing the agreement again on Monday the 7<sup>th</sup>.

*Linda A. Kelleher CMC, City Clerk  
City of Reading  
815 Washington Street  
Reading, PA 19601  
Phone 610.655.6204  
Fax 610.655.6697*

**From:** [Jef98f@aol.com](mailto:Jef98f@aol.com) [mailto:[Jef98f@aol.com](mailto:Jef98f@aol.com)]  
**Sent:** Wednesday, May 02, 2012 7:14 AM  
**To:** [linda.kelleher@readingpa.org](mailto:linda.kelleher@readingpa.org); [CityCouncilDist@readingpa.org](mailto:CityCouncilDist@readingpa.org)  
**Cc:** [Michelle.Katzenmoyer@readingpa.org](mailto:Michelle.Katzenmoyer@readingpa.org)  
**Subject:** Re: FW: RAWA Compromise

Linda

This is close.. however I think the body should review it collectively to nail it down. One thing that should be stated is "the property must remain fully transferable back to the City of Reading if and when the Reading Water Authority is dissolved and that no impediments or agreements regarding the land can be constituted that would impede such a transfer. If such impediments or agreements are made they will be considered null and void"

Something like that.. it's close though where you have it!

In a message dated 5/1/2012 1:32:51 P.M. Eastern Daylight Time, [linda.kelleher@readingpa.org](mailto:linda.kelleher@readingpa.org) writes:  
After mulling over the paragraph provided by John and Derald I suggested some revisions (see below)

*Linda A. Kelleher CMC, City Clerk  
City of Reading  
815 Washington Street  
Reading, PA 19601  
Phone 610.655.6204  
Fax 610.655.6697*

**From:** Linda Kelleher [mailto:[linda.kelleher@readingpa.org](mailto:linda.kelleher@readingpa.org)]  
**Sent:** Tuesday, May 01, 2012 12:51 PM  
**To:** 'Hay, Derald J.'  
**Cc:** 'Miravich, John J.'  
**Subject:** RE: RAWA Compromise

John and Derald...please see the highlighted areas below.

1. Suggested revision
2. What is a "reasonable time" – would 90 days be better?
3. Suggested revision

(a) ~~(3)~~In connection with the conveyance of the Ontelaunee Property to the Authority, the Authority agrees that it shall not sell, convey, transfer or mortgage any interest to the Ontelaunee Property to any third party or use the Ontelaunee Property as collateral to secure any debt or obligation. To the extent the preceding restriction is

unenforceable, then any conveyance from the Authority to a third party shall be subject to (a) the ~~City's~~ prior written consent of the City executed by the City's Mayor and the majority of **AFTER HE IS AUHTORIZED BY ORDINANCE** City Council (which may be withheld by the City in its sole and absolute discretion) and (b) a grant of a right of first refusal in favor of the City to match the purchase price any such firm offer to purchase the Ontelaunee Property by a third party (within a reasonable time from the City's receipt of notice of such firm offer) as a condition precedent for the effectiveness of any such conveyance. Such requirement for City's prior written consent and right of first refusal prior to the conveyance of the Ontelaunee Property to a third party shall be recorded against the Ontelaunee Property. In addition, prior to any transfer of interest of the Ontelaunee Property to a third party by the Authority, the Authority shall reserve and record easements in favor of the City associated with all above and underground improvements on the Ontelaunee Property associated with the extraction, treatment or conveyance of potable water. In furtherance of the foregoing, the **Authority shall consult with the City** **OBTAIN AUTHORIZATION FROM THE CITY COUNCIL VIA ORDINANCE** prior to executing any form of agreement conveying an interest in the Ontelaunee Property (including, without limitation, a purchase sale agreement, leasehold interest, mortgage, easement or right-of-way).

*Linda A. Kelleher CMC, City Clerk  
City of Reading  
815 Washington Street  
Reading, PA 19601  
Phone 610.655.6204  
Fax 610.655.6697*

**THIRD ADDENDUM TO THE TO LEASE AND OPERATING AGREEMENT  
BETWEEN THE CITY OF READING, PENNSYLVANIA AND  
THE READING AREA WATER AUTHORITY**

---

**THIS THIRD ADDENDUM**, dated this \_\_\_ day of \_\_\_\_\_, 2012 ("Addendum Date") (the "Third Addendum"), is hereby agreed upon by the City of Reading, Berks County, Pennsylvania ("City"), and the Reading Area Water Authority ("Authority"), and hereby amends the Lease and Operating Agreement between the City and the Authority dated May 20, 1994, effective June 1, 1994, as supplemented in January 1995 and amended in October 1997 and December 2010.

**RECITALS**

A. WHEREAS, the Authority has been incorporated pursuant to an ordinance of the Council of the City and is existing under the provisions of the Act of Assembly approved May 22, 1945, P.L. 382, as amended and supplemented, known as the "Municipality Authorities Act of 1945" (the "Act");

B. WHEREAS, the City leases its Water System to the Authority pursuant to the

terms of the Original Amended Lease (hereinafter defined);

C. WHEREAS, the parties mutually desire to enter into this Third Addendum to facilitate certain additional payments to the City by the Authority to assist in the Act 47 recovery program of the City.

NOW, THEREFORE, the Authority and the City, in consideration of the agreements, conditions and covenants herein contained, each intending to be legally bound, hereby, covenant and agree as follows:

(1) Definitions. Unless otherwise defined herein, all capitalized terms used in this Third Addendum shall have the meanings ascribed to them in the Original Amended Lease.

(a) All references in this Third Addendum or the Original Amended Lease to the "Lease" or "herein" or "hereunder" or other similar terms shall mean the Original Amended Lease, as amended by this Third Addendum.

(b) "Original Amended Lease" shall mean the collective agreement by and between the City and the Authority as evidenced by the Lease and Operating Agreement between the City and the Authority dated May 20, 1994, effective June 1, 1994, as supplemented in January 1995 and amended in October 1997 and December 2010.

(2) Lease Payments.

(a) 2012 Lease Payment. The Authority agrees that the Financing Fee component of the Original Amended Lease for calendar year 2012 shall be FIVE MILLION NINE HUNDRED TWENTY THOUSAND DOLLARS (\$5,920,000). The FIVE MILLION NINE HUNDRED TWENTY THOUSAND DOLLARS (\$5,920,000) Financing Fee shall be used when calculating any reconciliation of the 2012 Lease payments.

(b) 2013 Lease Payment. The Authority agrees that the Financing Fee component of the Original Amended Lease for calendar year 2013 shall be SIX MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$6,470,000). The SIX MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$6,470,000) Financing Fee shall be used when calculating any reconciliation of the 2013 Lease payments.

(c) 2014 Lease Payment. The Authority agrees that the Financing Fee component of the Original Amended Lease for calendar year 2014 shall be SIX MILLION SIX HUNDRED SEVENTY THOUSAND DOLLARS (\$6,670,000). The SIX MILLION SIX HUNDRED SEVENTY THOUSAND DOLLARS (\$6,670,000) Financing Fee shall be used when calculating any reconciliation of the 2014 Lease payments.

(d) Subsequent Lease Payments. All lease payments due after the 2014 calendar year shall be calculated and paid in accordance with the terms of the Original

Amended Lease.

(e) Meter Surcharge Payments to Continue. The Authority shall continue to pay to the City ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000) annually, which shall be due and payable to the City each calendar year in equal monthly installments in accordance with Article VI of the Original Amended Lease.

(3) Conveyance of Ontelaunee Property.

(a) The City hereby agrees to convey to the Authority the approximately one hundred twenty (120) acre parcel of land located in Ontelaunee Township, Berks County, Pennsylvania owned by the City in which the Authority's raw water conveyance mains are located (the "Ontelaunee Property") as soon as practicable after the execution hereof.

(b) If subdivision planning is required to allow the Ontelaunee Property to be conveyed, the City hereby appoints the Authority as its agent to prosecute a subdivision plan with Ontelaunee Township. Notwithstanding the foregoing, the City shall not bear any responsibility for the Authority's actions while prosecuting such subdivision nor shall the City be responsible for contributing to any fees, costs or resources required for the prosecution of such subdivision.

(c) In furtherance of the foregoing, the Authority hereby waives all restrictions associated with the Ontelaunee Property resulting from the Second Addendum to the Original Amended Lease and will execute a document evidencing such waiver to be recorded by the City with the Berks County Recorder of Deeds Office at the Authority's expense.

(d) In connection with the conveyance of the Ontelaunee Property to the Authority, the Authority agrees that it shall not sell, convey, transfer or mortgage any interest to the Ontelaunee Property to any third party or use the Ontelaunee Property as collateral to secure any debt or obligation. To the extent the preceding restriction is unenforceable, then any conveyance from the Authority to a third party shall be subject to (a) the prior written consent of the City executed by the City's Mayor and authorized by Ordinance (which consent may be withheld by the City in its sole and absolute discretion) and (b) a grant of a right of first refusal in favor of the City to match the purchase price any such firm offer to purchase the Ontelaunee Property by a third party (within ninety (90) days from the City's receipt of notice of such firm offer) as a condition precedent for the effectiveness of any such conveyance. Such requirement for City's prior written consent and right of first refusal prior to the conveyance of the Ontelaunee Property to a third party shall be recorded against the Ontelaunee Property. In addition, prior to any transfer of interest of the Ontelaunee Property to a third party by the Authority, the Authority shall reserve and record easements in favor of the City associated with all above and underground improvements on the Ontelaunee Property associated with the extraction, treatment or conveyance of potable water. In furtherance of the foregoing, the Authority obtain authorization from the City Council by Ordinance prior to executing any form of agreement conveying an interest in the

Ontelaunee Property (including, without limitation, a purchase sale agreement, leasehold interest, mortgage, easement or right-of-way).

(4) Conveyance of Store Yard Property. The City hereby agrees to convey to the Authority the City-owned land accessible from Kutztown Road in the City of Reading and commonly known as the “store yard” property as soon as practicable after the execution hereof, subject to all encumbrances on such “store yard” property.

(5) Vacation of Moss Street (unopened) between Exeter Street and Hiester’s Lane. The City shall take such actions as are necessary to vacate the unopened portion of Moss Street located north of Bern Street and south of Rockland Street in the City of Reading, which will cause the land on which such unopened street is located to become vested in the adjacent property owners unless otherwise provided by applicable laws.

(6) Authority Billing for Sewer Service and Other Services. The Authority agrees to assume responsibility for billing of sewer service accounts and such other accounts as the City requests the Authority to provide billing services, all of which will be in conjunction with the Authority’s billing of water service accounts. The City shall pay to the Authority the Authority’s actual cost of providing such sewer and other City requested billing services. Absent an agreement to the contrary entered into subsequent to the date of execution hereof, the costs to be paid by the City to the Authority for such billing services shall be half of the actual, commercially reasonable costs directly incurred by the Authority to maintain the billing system and generate and mail the joint Authority and City bills. The Authority will invoice the City for the same. The City shall pay such invoice within forty-five days of the City’s receipt of the invoice unless the amount calculated by the Authority is reasonably disputed by the City. The Authority shall make available to the City upon request the records used in the calculation. The Authority shall maintain such records for no less than five (5) years. Unless otherwise terminated, modified or extended by a separate written agreement signed by the Authority and City, this Section 6 of the Third Addendum shall terminate and be of no effect on and after January 1, 2014, except that the City shall pay for any costs incurred by the Authority in accordance with this Section 6 of the Third Addendum prior to January 1, 2014, upon the City’s receipt of an invoice for such costs after the termination of this Section 6 of the Third Addendum.

(7) Allocation of Revenues. The Authority shall equitably and ratably allocate and distribute payments received by the Authority on the behalf of joint customers. The Authority and City agree to cooperate in good faith to establish a formal administrative policy governing such allocation and distribution.

(8) Sewer Multiplier. In connection with its agreement to make the additional payments required hereby, the Authority anticipates instituting a water rate increase applicable beginning January 1, 2012 of approximately 10.50%. The City agrees that the water rate increase proposed by the Authority will not be applied in a manner as to compound sewer rates solely by application of the sewer rate multiplier. Notwithstanding the foregoing, the City reserves the right to increase or modify sewer

rates as it deems necessary or convenient in its sole discretion.

(9) Indemnification. The Authority shall indemnify, defend and hold harmless (with counsel selected by the City in its sole discretion) the City and its officers, Council members, employees, agents, successors and assigns (the "Indemnified Parties"), from and against any and all injuries, losses, claims, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), liabilities, fines, penalties or settlement amounts, threatened, incurred, or imposed on or against the Indemnified Parties arising from or related to the conveyance or subdivision of any right, title or interest in the real property subject to this Third Addendum. This Section 8 shall survive the expiration or termination of the Lease.

(10) Take-Back Powers. The City shall retain all rights and powers by operation of law, including, but not limited to, the Municipalities Authorities Act, 53 Pa. C.S.A. 5622 , to require the Authority to convey the water system to the City upon assumption by the City of the obligations incurred by the Authority with respect to the water system (the "Take-Back Powers"). Except as provided below, the Authority shall not take any actions which will hinder, limit or interfere with the City's Take-Back Powers, including, but not limited to, entering into any agreement, contract, loss obligation, bond, trust indenture or pledge that contains terms that limit, directly or indirectly, or attempt to limit the City's Take-Back Powers. Notwithstanding the foregoing, the City acknowledges that in the exercise of its responsibilities to operate and maintain the Water System, of necessity the Authority will routinely enter into transactions, including the issuance of debt, the employment of personnel pursuant to collective bargaining agreements and other transactions that may have the affect of increasing the obligations of the Authority with respect to the Water System that the City will need to assume to exercise its Take Back Powers. There is no intent to restrict the Authority's ability to operate and maintain the Water System by entering into such transactions so long as such transactions are entered on commercially reasonable terms, are necessary for the efficient operation of the Water Systems, and were entered with no intent to hinder, limit or interfere with the City's exercise of its Take Back Powers. Without limiting the generality of the foregoing, the Authority shall not enter into any transactions or allow any encumbrance that would hinder, limit or interfere with the City's assumption of the Ontelaunee Property in the event the City exercises its Take-Back Powers except with the prior written consent of the City executed by the City's Mayor and authorized by Ordinance (which consent may be withheld by the City in its sole and absolute discretion). Any such transaction, agreement or encumbrance shall be deemed against public policy and be null, void and unenforceable by all courts of competent jurisdiction.

IN WITNESS WHEREOF, the City of Reading, Berks County, Pennsylvania has caused this Third Addendum to be executed in its name and on its behalf by its Mayor and its official seal to be affixed hereunder and attested by its City Clerk, and the Reading Area Water Authority has caused this Agreement to be executed in its name and on its behalf by its Chairperson or Vice Chairperson and its corporate seal to be affixed hereto and attested by its Secretary or Assistant Secretary, all as of the day and year first above written.

City of Reading

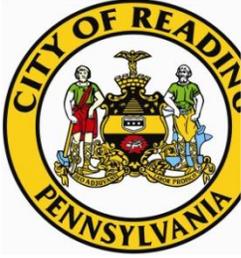
Reading Area Water Authority

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chairperson

Attest: \_\_\_\_\_  
City Clerk

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



**CITY OF READING, PA  
OFFICE OF THE MANAGING DIRECTOR**

**David B. Kersley, MBA**  
Business Analyst & Director of Continuous  
Improvement

**MEMORANDUM**

To: Vaughn D. Spencer, Mayor  
Members of City Council

Date: Wednesday, May 2, 2012

Re: Monthly Report: Quality of Life Violations for April

The City of Reading's Quality of Life enforcement system became effective on February 14, 2011. The following is a summary of QOL violations issued for the year-to-date ending in, and during, the month of April, 2012.

**2012 Quality of Life Ordinance Enforcement Summary**

	April	YTD	YTD
<b>Fees</b>			
<b>Violations:</b>			
QOL 01 Accumulation of Rubbish or Garbage	317	2,374	\$146,780
QOL 02 Animal Waste	28	266	\$10,450
QOL 03 Disposal of Rubbish or Garbage	100	853	\$27,215
QOL 04 High Weeds, Grass or Plants	446	647	\$38,310
QOL 05 Littering/Scattering Rubbish	10	12	\$320
QOL 06 Motor Vehicles	56	237	\$11,830
QOL 08 Operating/Vending without Permit	1	1	\$25
QOL 09 Outdoor Placement of Indoor Furniture	179	1,171	\$47,715
QOL 10 Illegal Dumping, Hauling	1	1	\$25
QOL 11 Littering via Private Advertising Materials	0	0	\$ -
QOL 12 Failure to Remove Ice/Snow	1	37	\$1,115
QOL 13 No Storage Containers for Waste	276	1,434	\$64,210
QOL 14 Storing/Discarding Appliances	0	1	\$25
QOL 15 Storing Hazardous Materials	2	7	\$400
QOL 16 Storing of Recyclables	2	127	\$4,130
QOL 18 Swimming Pools	1	8	\$460
QOL 21 Satellite Dishes in Historic District	0	34	\$950
QOL 22 Registered Trash Hauler Required	1	8	\$300
<b>Total Violations Issued</b>	<b>1,492</b>	<b>7,218</b>	
<b>\$354,285</b>			

In the first four months of the year, a total of 7,218 violation notices were issued and fines and fees of \$354,285 assessed. The greatest numbers of violations were written

for accumulation of rubbish or garbage (2,374), outdoor placement of indoor furniture (1,171), storage containers for trash (1,434) and disposal of rubbish or garbage (853); together, these four violation categories represent 80% of the total.

We also report monthly on the distribution of violations based on Council District.

### **Violations by Council District**

	<b>April</b>	<b>YTD</b>
District 1	86	489
District 2	390	1,529
District 3	288	1,362
District 4	275	1,241
District 5	180	1,097
District 6	218	1,119

### **Appeals**

Appeal volume rose sharply in April, when 153 appeals were heard, representing 10.6% of violations issued; of these, 44 (29%) were granted. In the first four months, 296 appeals were heard, representing 4.1% of total violations issued; 122 appeals were granted (41%) and 174 were denied (59%).

### **Realized Revenue**

Budgeted revenue for the program in 2012 is \$175,000. Actual revenue received through the end of April, net of refunds issued after appeals, was \$154,735, or 88% of the annual budget target; these revenues do not include a significant payment processing backlog in Treasury of 30 days or more.

Sample copied in from the City's Website

DISTRICT JUSTICE DATE	CITATION #	LOCATION/ADDRESS	DEFENDANT COURT
THOMAS XAVIOS 9:30A	P8671601-1		PHILLIP HOOVEN 2/27/2012
THOMAS XAVIOS 9:30A	p8671603-3		PHILLIP HOOVEN 2/27/2012
THOMAS XAVIOS 9:30A	P8671604-4		PHILLIP HOOVEN 2/27/2012
THOMAS XAVIOS 9:30A	P8671605-5		PHILLIP HOOVEN 2/27/2012
THOMAS XAVIOS 9:30A	P8671706-6		PHILLIP HOOVEN 2/27/2012
THOMAS XAVIOS 9:30A	P8671608-1		PHILLIP HOOVEN 2/27/2012
THOMAS XAVIOS 9:30A	P8671610-3		PHILLIP HOOVEN 2/27/2012
THOMAS XAVIOS 9:30A	P8671607-0		PHILLIP HOOVEN 2/27/2012
THOMAS XAVIOS 9:30A	P8671609-2		PHILLIP HOOVEN 2/27/2012
THOMAS XAVIOS 9:30A	P8671602-2		PHILLIP HOOVEN 2/27/2012
THOMAS XAVIOS 9:45A	P9527026-5		DAMON GELB 2/27/2012 9:45A
THOMAS XAVIOS 9:45A	P9120910-1		KELLY M GELB 2/27/2012
THOMAS XAVIOS 10:30A	P9527056-0		EDWARD NICK FISHER 2/27/2012
THOMAS XAVIOS 10:15A	P6731372-4		TANYA EADDY 2/27/2012
THOMAS XAVIOS 10:15A	P6731371-3		TANYA EADDY 2/27/2012
THOMAS XAVIOS 10:15A	P6731370-2		TANYA EADDY 2/27/2012
THOMAS XAVIOS 10:15A	P6731769-1		TANYA EADDY 2/27/2012
THOMAS XAVIOS 10:00A	P9120876-2		FRANCIS L ORTIZ 2/27/2012 10:45A
THOMAS XAVIOS	BCC		FRANCIS L ORTIZ 2/27/2012 10:45A
THOMAS XAVIOS 10:00A	P9527196-0		ZACK HOMES 2/27/2012
THOMAS XAVIOS	P8671559-1		FRANCIS L ORTIZ 2/27/2012 10:45A
THOMAS XAVIOS	P9120873-6		FRANCIS L ORTIZ 2/27/2012 10:45A
THOMAS XAVIOS	P9120879-5		FRANCIS L ORTIZ 2/27/2012 10:45A
THOMAS XAVIOS	P9120875-1		FRANCIS L ORTIZ 2/27/2012 10:45A
THOMAS XAVIOS 10:30A	P9120740-6		ANTHONY ST. HILAIRE 2/27/2012
THOMAS XAVIOS 10:45A	P8339541-0	141 SCHUYLKILL AVE	DASHAUNAH MCKNIGHT 2/27/2012
THOMAS XAVIOS 10:30A	P9120743-2		ANTHONY ST. HILAIRE 2/27/2012
THOMAS XAVIOS	P9120888-0		BEVERLY GASTON 2/27/2012 2:45P
MICHAEL LEONARZIAK	P9527008-1		PONCES HOME INVESTORS LLC 2/27/2012

1:00P

**BCC**

9:30A

**BCC**

**BCC**

**BCC**

**BCC**

9:30A

**BCC**

**MICHAEL LEONARZIAK** P9527138-5

**MICHAEL LEONARZIAK** P9527139-6

**MICHAEL LEONARZIAK** P9527140-0

**MICHAEL LEONARZIAK** P9527141-1

**MICHAEL LEONARZIAK** P9527142-2

**MICHAEL LEONARZIAK** P9527143-3

RANCISCO ABREU LEON 2/27/2012

DALE WEYANDT 2/27/2012 9:30A

PEDRO ACOSTA 2/27/2012 9:30A

DALE WEYANDT 2/27/2012 9:30A

940 PENN STREET LP 2/27/2012

RYAN FOREMAN 2/27/2012 9:30A

EDITH KENOL 2/28/2012 1:00P

**DESCRIPTION**

PROTECTIVE TREATMENT

SCREENS

FACE BOARD ON SINK

ELECTRICAL SYSTEM

HEATER MUST BE MAINTAINED IN SAFE WORKING CONDITION A CIVITARESE

HANDRAILS/GUARDS

HEATING FACILITIES

HEATING FACILITIES

HEATING FACILITIES

PROTECTIVE TREATMENT

HOUSING PERMIT

HOUSING PERMIT

HOT WATER HEATER

INDOOR FURNITURE

REMOVAL MATERIAL

CONTAINERS

RUBBISH AND TRASH

ELECTRICAL EQUIPMENT

TESTIFY

INTERIOR SURFACES

INTERIOR SURFACES

INSTALL DEAD BOLT

REPAIR CHINEY

ELECTRICAL SYSTEM HAZARDS

PLUMBING SYSTEM FIXTURE

GENERAL PLUMBING

INTERIOR SURFACES

RENTAL PERMIT

RENTAL PERMIT

APPEAL

APPEAL

**INSPECTOR**

A CIVITARESE

MELENDEZ

MELENDEZ

HOFFMAN

ESTERLY

ESTERLY

ESTERLY

ESTERLY

CRAZE

REICHART

HOFFMAN

CRAZE

CRAZE

CRAZE

CRAZE

HOFFMAN

HOFFMAN

HOFFMAN

MELENDEZ

MELENDEZ

HOFFMAN

MELENDEZ

APPEAL	KOEHN
APPEAL	A CIVITARESE
APPEAL	LESSAR
APPEAL	
SIDEWALK MUST BE REPAIRED FOR SAFE PASSAGE	F CIVITARESE
INSTALL HANDRAILS	F CIVITARESE
MAINTAIN EXTENSIO	F CIVITARESE
EXTERIOR STRUCTURE	F CIVITARESE
PAINT EXTERIOR	F CIVITARESE
EXTERIOR STRUCTURE	F CIVITARESE
ELECTRICAL SYSTEM HAZARDS	F CIVITARESE
TRASH CONTAINER	F CIVITARESE

## Suggested break-out of Backlog Hearings

### 1. Dividing Hearings per Council District

**District 1 – approximately 52 Hearings**

**District 2 – approximately 67 Hearing**

**District 3 – approximately 148 Hearings**

**District 4 – approximately 42 Hearings**

**District 5 – approximately 63 Hearings**

**District 6 - approximately 68 Hearings**

2. **Independent hearing officer** - hearings for properties in the low density residential zones with 1, 2, 3 and 4 units – approximately 571 Hearings (*hearings for properties in R1 and R2 will be referred to a Full Council conditional use hearings*)

3. **A. One or two members of Council** (splitting the hearings) hearings for properties with 5 and 6 units – approximately 66 Hearings or 33 per Councilor (*hearings for properties in R1 and R2 will be referred to a Full Council conditional use hearings*)

**B. Broken Down by District for properties with 4, 5 or 6 units**

**District 1 – approximately 11 Hearings**

**District 2 – approximately 22 Hearings**

**District 3 – approximately 29 Hearings**

**District 4 – approximately 6 Hearings**

**District 5 – approximately 12 hearings**

**District 6 – approximately 12 Hearings**

4. **Full Council** – hearings for properties with 7 units (including rooms) and above and all properties within the R1 and R2 low density zones– approximately 50 Hearings

(Note- Extension- Section 301.3 of the Act)  
RESOLUTION OR ORDINANCE # \_\_\_\_\_

A RESOLUTION/ORDINANCE EXTENDING THE TERM OF EXEMPTIONS, DEDUCTIONS, ABATEMENTS AND CREDITS FOR REAL PROPERTY, EARNED INCOME TAX, NET PROFITS MERCANTILE, AND BUSINESS PRIVILEGE TAXES WITHIN A SPECIFIC GEOGRAPHIC AREA IN CITY OF READING, BERKS COUNTY DESIGNATED AS A KEYSTONE OPPORTUNITY EXPANSION ZONE (“KOEZ”) OR KEYSTONE OPPORTUNITY IMPROVEMENT ZONE (“KOIZ”) IN ORDER TO FOSTER ECONOMIC OPPORTUNITIES, STIMULATE INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL IMPROVEMENTS AND PREVENT PHYSICAL AND INFRASTRUCTURE DETERIORATION WITHIN AREAS OF CITY OF READING, BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, UPON CERTAIN TERMS AND CONDITIONS.

WHEREAS, City of Reading, Berks County, Pennsylvania recognizes the need to encourage investment in a defined geographical area of the City of Reading, Berks County, (the ‘Parcels’): as set forth in Attachment ‘A’ that is experiencing distress characterized by one or more of the following: high unemployment, low investment of new capital, blighted conditions, underutilized, obsolete or abandoned industrial commercial and residential structures, deteriorated tax base; and

WHEREAS, the Parcels consists of an unoccupied portion (s) of a KOEZ or KOIZ within City of Reading, Berks County which KOEZ or KOIZ expires in 12/31/2013 or 12/31/2020; and

WHEREAS, the Keystone Opportunity Zone, Keystone Opportunity Expansion Zone and Keystone Opportunity Improvement Zone Act (Act of October 6, 1998, P.L. 705, No. 92), as amended, hereinafter referred to as the “Act,” authorizes political

subdivisions to apply to the Pennsylvania Department of Community and Economic Development (DCED) for an extension of the term of the applicable benefits within the respective unoccupied portion(s) of the KOEZ or KOIZ, granting exemptions, deductions, abatements or credits from all local taxes identified in the Act; and

WHEREAS, approval of extending the term of the benefits for the Parcel as provided in the Act will result in improving the economic, physical, and social conditions within the subject KOEZ or KOIZ by stimulating existing businesses employment, creating new employment and diminishing blight; and

WHEREAS, it is expected that increased private and public-sector investors will reverse the disinvestment and conditions of blight of the Parcel by the termination date of the extended term.

NOW, THEREFORE, BE IT RESOLVED by the City of Reading of Berks County that effective as of this date \_\_\_\_\_, contingent only upon DCED's approval of the application for the proposed extended term of the Parcels of the existing KOEZ or KOIZ:

For a period of 10 years from the date of occupancy of the Parcel or expiration of the zone, whichever occurs first as determined by the Department. [Note – the extension applies to parcels in KOEZ or KOIZ which expires in 2013 or thereafter. If the expiration occurs in 2013, the extension applies to parcels that are unoccupied on February 14, 2012. If the expiration occurs after 2013, the extension applies to parcels

that are unoccupied on a date to be determined by DCED.]

The following provisions shall apply to the extended term once the Parcel is occupied:

1. Real Property Tax on the Parcel is 100% exempt in accordance with the provisions and limitations set forth within the Act, such exemption to terminate 10 years from the date of occupancy of the Parcel or expiration of the zone, whichever occurs first.
2. Earned Income and Net Profits Taxes; Business Privilege and Mercantile Taxes. The City of Reading also waives business gross receipts tax for operations conducted by a qualified business; earned income received by a resident and/or net profits of a qualified business received by a resident or nonresident of the proposed extended term for the Parcel of the existing KOEZ or KOIZ attributable to business activity conducted with said zone terminating on 10 years from the date of occupancy of the Parcel or expiration of the zone, whichever occurs first.
3. The provisions of the Act not herein enumerated, shall, nevertheless, be incorporated as part of this Ordinance by reference.
4. This resolution shall be effective upon execution, conditioned upon the approval of DCED of the application.

RESOLVED or ORDAINED AND ENACTED by the City of Reading of Berks County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Name:

(Note- Expansion- Section 301.7 of Act)  
RESOLUTION OR ORDINANCE #\_\_\_\_\_

A RESOLUTION/ORDINANCE AUTHORIZING THE EXEMPTIONS, DEDUCTIONS, ABATEMENTS AND CREDITS FOR REAL PROPERTY, EARNED INCOME TAX, NET PROFITS MERCANTILE, AND BUSINESS PRIVILEGETAXES WITHIN A SPECIFIC GEOGRAPHIC AREA IN CITY OF READING, BERKS COUNTY (“EXPANSION PARCEL(S)”) DESIGNATED AS A PROPOSED EXPANSION OF A CONTIGUOUS EXISTING KEYSTONE OPPORTUNITY EXPANSION ZONE (“KOEZ”) OR KEYSTONE OPPORTUNITY IMPROVEMENT ZONE (“KOIZ”), AS APPROPRIATE, IN ORDER TO FOSTER ECONOMIC OPPORTUNITIES, STIMULATE INDUSTRIAL, COMMERCIAL, AND RESIDENTIAL IMPROVEMENTS AND PREVENT PHYSICAL AND INFRASTRUCTURE DETERIORATION WITHIN THE DESIGNATED AREAS OF CITY OF READING, BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, UPON CERTAIN TERMS AND CONDITIONS.

WHEREAS, the City of Reading recognizes the need to encourage investment in a defined geographical area of County bounded as follows (“Expansion Parcel(s)”): as set forth in Attachment ‘A’ that is experiencing distress characterized by one or more of the following: high unemployment, low investment of new capital, blighted conditions, underutilized, obsolete or abandoned industrial commercial and residential structures, deteriorated tax base; and

WHEREAS, the Expansion Parcel(s) is contiguous to an existing KOEZ or KOIZ; and

WHEREAS, the Expansion Parcel(s) does not exceed fifteen (15) acres; and

WHEREAS, the Expansion Parcel(s) is deteriorated, underutilized or

unoccupied; and

WHEREAS, the Keystone Opportunity Zone, Keystone Opportunity Expansion Zone and Keystone Opportunity Improvement Zone Act (Act of October 6, 1998, P.L. 705, No. 92), as amended, hereinafter referred to as the "Act," authorizes political subdivisions to apply to the Pennsylvania Department of Community and Economic Development (DCED) for designation of an area within the respective political subdivisions as an expansion of a existing KOEZ or KOIZ, granting exemptions, deductions, abatements or credits from all local taxes identified in the Act; and

WHEREAS, approval of the benefits provided in the Act will result in improving the economic, physical, and social conditions within the proposed expansion to the existing KOEZ or KOIZ by stimulating businesses to retain and to create new jobs and to diminishing blight; and

WHEREAS, it is expected that increased private and public-sector investors will reverse the disinvestment and conditions of blight within the KOEZ or KOIZ, as expanded, by the termination of the expanded zone under the Act; and

WHEREAS, approval of the proposed expansion of the KOEZ or KOIZ is expected to increase job creation or capital investment with the such zone or subzone.

NOW, THEREFORE, BE IT RESOLVED by the City of Reading,

Berks County that effective as of \_\_\_\_\_contingent only upon DCED's approval of the application for the Expansion Parcel to be included in the existing KOEZ or KOIZ, the following provisions shall apply:

1. Real Property Tax on the Expansion Parcel is 100% exempt in accordance with the provisions and limitations hereinafter set forth in accordance with the Act, such exemption to terminate on the date which is ten years from the date DCED approves inclusion of the Expansion Parcel in the existing KOEZ or KOIZ.
2. Earned Income and Net Profits Taxes; Business Privilege and Mercantile Taxes. The City of Reading also waives business gross receipts tax for operations conducted by a qualified business; earned income received by a resident and/or net profits of a qualified business received by a resident or nonresident of the proposed expanded KOEZ or KOIZ attributable to business activity conducted with said zone terminating on the date which is ten years from the date DCED approves inclusion of the Expansion Parcel in the existing KOEZ or KOIZ.
3. The provisions of the Act not herein enumerated, shall, nevertheless, be incorporated as part of this Ordinance by reference.
4. This resolution shall be effective upon execution, conditioned upon the approval of the application by DCED.

RESOLVED or ORDAINED AND ENACTED by the City of Reading, Berks County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
BY: \_\_\_\_\_  
City Clerk

Name: