REGULAR MEETING                                      MONDAY, JUNE 25, 2012
COUNCIL CHAMBERS                                      7:00P.M.

The Regular Meetings of City Council are filmed and can be viewed LIVE while the meeting is
taking place or at your convenience at any time after the meeting on the City’s website at
www.ReadingPa.gov, under Info and Downloads/Meetings and Agenda.

All electronic recording devices must be located behind the podium area in Council Chambers
and located at the entry door in all other meeting rooms and offices, as per Bill No. 27-2012

1. OPENING MATTERS

A. CALL TO ORDER
B. INVOCATION: Rev. Philip Keevil, First Presbyterian Church
C. PLEDGE OF ALLEGIANCE
D. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

Council Commendations
- Recognizing the 75th Anniversary of the Gov. Joseph Hiester Chapter of the Sons
  of the American Revolution, accepted by Robert Hillegas Chapter President
- Recognizing Edwin Altamirano for Berks Best in the Communications category
- Recognizing Samara Ortiz for Berks Best in the Vocational/Technical Skills
  category
- Recognizing the Berks Best Scholastic Nominees from the City of Reading

Mayoral Proclamation
- Recognizing Tonya Butler and the Youth Fun Day Committee
3. PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk by 5 pm on the day of the scheduled Council meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.

Those commenting on agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone’s remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.

4. APPROVAL OF AGENDA

A. MINUTES: Regular Meeting of June 11, and Special Meeting of June 14, 2012
B. AGENDA: Council meeting of June 25, 2012

5. Consent Agenda Legislation

A. Award of Contract - for Zoning Hearing Master to William RA Rush, Esquire, for a total submitted price of approximately $60 case, estimated number of cases – 900-1,000 for a total price of $54,000 to $60,000 (Purchasing)

B. Resolution - to call on our legislators and elected officials to join the tens of thousands of citizens, grassroots organizations and local governments across the Commonwealth in the “Move to Amend Campaign” to call for an amendment to the Constitution to abolish corporate personhood and return our elections to the citizens of the United States and reclaim our right to self-governance (Council Staff)

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

8. REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, &
COMMISSIONS

9. ORDNANCES FOR FINAL PASSAGE

**A. Bill No. 66-2012** – refinancing Reading Phillies loan *(Reading Phillies)*
*Introduced at the May 29 regular meeting*

**B. Bill No. 67-2012** – authorizing the Mayor to execute an Easement between the City of Reading and the Metropolitan Edison Company thereby conveying unto the Metropolitan Edison Company a permanent easement and uninterrupted right of access as described in said easement upon that portion of premises along Skyline Drive, Reading, Berks County, Pennsylvania (PIN no. 5317-02-76-2194) for installation of one (1) pole and overhead primary electric facilities for service to the Berks County 911 cell tower *(Law)* *Introduced at the May 29 regular meeting*

**C. Bill No. 68-2012** – amending the Codified Ordinances of the City of Reading, Chapter 1 Administration and Government, Part 5 Boards, Departments, Commissions, Committees and Councils, Part C Human Relations Commission, §1-525 Powers and Duties of Commission by providing for a method of enforcing subpoenas *(Law)* *Introduced at the May 29 regular meeting*

**D. Bill No. 69-2012** – authorizing the Mayor to execute a grant of right of way and easement and an access agreement between the City of Reading and Habasit America, Inc., thereby conveying unto the City of Reading a nonexclusive, temporary construction easement and nonexclusive, perpetual access easement upon that portion of premises within parcel identification number 530620916265, situate at 825 Morgantown Road in the City of Reading, Pennsylvania *(Public Works)* *Introduced at the June 11 regular meeting*

**E. Bill No. 70-2012** – amending City of Reading Codified Ordinances Chapter 4 Buildings by adding the Heights Conservation District *(HARB)* *Introduced at the June 11 regular meeting*

**F. Bill No. 71-2012** – amending the Codified Ordinances, Chapter 11, Housing, Section 102, Definitions, by expanding the definition of a Vacant Property to include a Vacant Property for Sale, A Vacant Property Undergoing Rehabilitation and a Vacation/Second Residence as well as adding a Penalty for Failing to Timely Register a Vacant Property as attached in Exhibit A *(Law)* *Introduced at the April 23 regular meeting without documentation; Re-introduced at the June 11 regular meeting*

**G. Bill No. 72-2012** – amending the Fee Schedule of the City of Reading, Berks County, Pennsylvania, Codified Ordinances, related to the Property Maintenance Division of the Department of Community Development Vacant Property Registration *(Law)* *Introduced at the June 11 regular meeting*

**H. Bill No. 73-2012** – transferring $1.5 million from the general fund to the solid waste/recycling fund *(Finance)* *Introduced at the June 11 regular meeting*
I. Bill No. 74-2012 –amending the 2012 City of Reading Position Ordinance by decreasing the number of Chief Clerks, decreasing the number of Property Maintenance Inspectors, and increasing the number of Property Maintenance Specialists within the Community Development Department, Codes Division (Law)
*Introduced at the June 11 regular meeting*

10. INTRODUCTION OF NEW ORDINANCES


B. Ordinance - amending Chapter 13, Licenses, Permits and General Business Regulations, of the Codified Ordinances of the City of Reading by adding a definition for and giving authority to a Billing Agent and adding Appeal Language *(Law)*

C. Ordinance - amending Chapter 11, Housing, of the Codified Ordinances of the City of Reading by adding a prosecution of violation section to allow the Property Maintenance Division to commence criminal action in accordance with the Pennsylvania Rules of Criminal Procedure in the Court of appropriate jurisdiction *(Law)*

D. Ordinance - amending Chapter 1, “Administration and Government” by adding Part 12, Authorizing the City to enter into an Intergovernmental Cooperation Agreement for the purpose of creating a Coalition to address the MS4 Permit requirements for the Wyomissing Creek Watershed *(Law)*

11. RESOLUTIONS

None

12. PUBLIC COMMENT – GENERAL MATTERS

13. COUNCIL BUSINESS / COMMENTS

14. COUNCIL MEETING SCHEDULE

*Monday, June 25*
Committee of the Whole – Council Office – 5 pm
Regular Meeting – Council Chambers – 7 pm

*Monday, July 2*
Nominations and Appointments Committee – Council Office – 4:15 pm
Open Government, Rules and Intergovernmental Relations Committee – Council Office – 5 pm
Housing and Economic Development Committee – Council Office – 5 pm
**Wednesday, July 4**
**City Hall Closed – Independence Day**

**Monday, July 9**
Committee of the Whole – Council Office – 5 pm
Regular Meeting – Council Chambers – 7 pm
15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

Monday, June 25
DID Authority – 645 Penn St 5th Floor – noon
BARTA – BARTA Office – 3 pm
District 7 Crime Watch – Holy Spirit Church – 7 pm

Tuesday, June 26
Housing Authority Workshop – WC Building – 4 pm
Housing Authority Meeting – WC Building – 5 pm
Environmental Advisory Council – Bernhart Park – 5 pm
Planning Commission – Penn Room – 7 pm
Penns Commons Neighborhood Group – Penns Commons Meeting Room – 7 pm

Wednesday, June 27
Human Relations Commission – Penn Room – 5:30 pm
Parking Authority – Parking Authority Office – 5:30 pm
Outlet Area Neighborhood Group – St Mark’s Lutheran Church – 6:30 pm
18th & Cotton Community Crime Watch – St Matthew’s UM Church – 7 pm
Stadium Commission – Stadium RBI Room – 7:30 pm

Thursday, June 28
Water Authority Meeting – Water Authority Office – 4 pm

Monday, July 2
Shade Tree Commission – Planning Conference Room – 6 pm

Tuesday, July 3
Charter Board – Penn Room – 7 pm

Thursday, July 5
Police Civil Service Board – Penn Room – noon
Glenside Community Council – Christ Lutheran Church – 6:30 pm
District 3 Crime Watch – Calvary Baptist Church

Monday, July 9
Fire Civil Service Board – Penn Room – 4 pm
6th & Amity Neighborhood & Playground Assn – 6th & Amity Fieldhouse – 6:30 pm
City of Reading City Council  
Regular Business Meeting  
Monday, June 11, 2012

Council President Francis G. Acosta called the meeting to order.

The invocation was given by Reverend Calvin Kurtz, Berks Conference of Churches.

All present pledged to the flag.

ATTENDANCE
Council President Acosta  
Councilor Corcoran, District 1  
Councilor Goodman-Hinnershitz, District 2  
Councilor Sterner, District 3  
Councilor Marmarou, District 4  
Councilor Reed, District 5  
Councilor Waltman, District 6  
Mayor V. Spencer  
City Auditor D. Cituk  
City Solicitor C. Younger  
City Clerk L. Kelleher

PROCLAMATIONS AND PRESENTATIONS
The City Clerk administered the oath of office to the following firefighters who were promoted:

* Lieutenant Jeremy Searfoss – Fire Prevention  
* Lieutenant Keith Moyer – Fire Prevention  
* Lieutenant Larry Moyer – Fire Prevention  
* Fire Chief David Hollinger – Department Director

City Council issued the following:

* Recognitions of Reading Musical Foundation Scholarship Winners
  * Alexandra Vargas  
  * Isabelle Bender  
  * Kevin Brown  
  * Libni Rivera  
  * Benjamin Chen
PUBLIC COMMENT
Council President Acosta announced that four (4) citizens were registered to address Council on non-agenda matters. He inquired if any Councilor objected to suspending the rule requiring non-agenda comment at the end of the Council meeting. As no one objected, the rule to require non-agenda comment at the end of the meeting was suspended. Council President Acosta reminded the citizens registered to speak about the remaining public speaking rules.

Tracy Salmond, of Wunder Street, was not present.

Peter Hart, of North 5th Street, stated that he received a bill for his rental inspection dated May 14th on Friday, June 8th. He stated that the due date on the bill was April. He questioned the justification for a $705 bill for a 30 minute inspection. He expressed the belief that the charge was outrageous. He also noted that Property Maintenance staff when questioned about the inspection fee refers people to the Council Office.

Melvin Jacobson, of North 5th Street, stated that he reviewed the housing portion of the Economic Development section of the Transition Plan. He questioned why a Quality of Life ticket should be issued for a trash can that is located behind a fence. He inquired if the Quality of Life ticketing program applies to commercial properties as there are several commercial properties in Centre Park with property maintenance issues. He suggested using a hang tag program to educate property owners about the Quality of Life ticketing program.

Brigette Eberly, of Salt Lake City, stated that she spoke at the May 14th regular meeting about the Quality of Life ticket she received for her uncultivated garden on Muhlenberg Street. She described her journey through the appeals process with the Berks County Court of Common Pleas. She distributed copies of her appeals paperwork and photographs of her property.

APPROVAL OF THE AGENDA & MINUTES
Council President Acosta called Council's attention to the agenda for this meeting and the minutes for the May 29 Regular Meeting of Council. He noted the need to add legislation to the consent agenda as follows:

- Introduction of New Ordinance amending the Property Maintenance Position Ordinance
- Introduction of New Ordinance requesting a transfer from the General Fund to Trash and Recycling.

Councilor Marmarou moved, seconded by Councilor Sterner, to approve the minutes from the May 29th Regular Meeting of Council and the agenda as amended, including
the legislation under the Consent Agenda heading. The motion was approved unanimously.

**Consent Agenda**

A. **Resolution 72-2012** – appointing Steven Edward Ginder as a Firefighter Trainee (Fire)

B. **Resolution 73-2012** – appointing Joshua Russell Green as a Firefighter Trainee (Fire)

C. **Resolution 74-2012** – appointing Jeffrey Hughes LeCompte as a Firefighter Trainee (Fire)

D. **Resolution 75-2012** – appointing John Robert Naylor as a Firefighter Trainee (Fire)

E. **Resolution 76-2012** – appointing Gabriel John Shoemaker as a Firefighter Trainee (Fire)

F. **Resolution 77-2012** – appointing Ben Lloyd Barstow as a Firefighter Trainee (Fire)

G. **Resolution 78-2012** – appointing Kevin Charles Ayers, Jr as a Firefighter Trainee (Fire)

H. **Resolution 79-2012** – appointing James Patrick Salanik as a Firefighter Trainee (Fire)

I. **Resolution 80-2012** – appointing Richard H Zondlo, II as a Firefighter Trainee (Fire)

J. **Resolution 81-2012** – appointing Charlie John Secara as a Firefighter Trainee (Fire)

K. **Resolution 82-2012** – appointing Jason Matthew Wood as a Firefighter Trainee (Fire)

L. **Resolution 83-2012** – appointing Matthew Tyler Staley as a Firefighter Trainee (Fire)

M. **Award of Contract** - to Bertolet Construction, 100 South Church Road, Wernersville, PA 19565, at a total submitted bid price of $50,179.50 for various improvements to the 3rd and Spruce Playground (Purchasing)

**ADMINISTRATIVE REPORT**

Mr. Murin highlighted the report for Mayor Spencer distributed to Council on Friday, June 8th as follows:

- Recap of the Edmonton Canada trip to visit Grey’s Paper
- Update on the PILOT.
- Recognize the retirement of Fire Chief Jeff Squibb and the excellent job he did for Reading and the department.
Councilor Marmarou questioned the follow up for non profits that choose not to make a PILOT contribution. Mr. Murin stated that the method of follow up will be determined at a later time. He stated that the organizations who do contribute are not being released at this time.

Council President Acosta stated that he attended today’s ICC meeting and the group discussed recognizing those who contribute and follow up.

AUDITOR’S REPORT
City Auditor Cituk read the report distributed to Council at the meeting covering the following:
- 2012 PILOT update
- 2011 External Audit update

ORDINANCES FOR FINAL PASSAGE

A. Bill No. 36-2012 - authorizing the Mayor to execute the third addendum to the lease and operating agreement between the City of Reading, Pennsylvania and the Reading Area Water Authority, in the form attached hereto as Exhibit “A”, and such other documents necessitated thereby, including, without limitation, (1) a deed conveying to the Reading Area Water Authority an approximately one hundred twenty (120) acre parcel of land located in Ontelaunee Township owned by the City and (2) a deed conveying to the Reading Area Water Authority an approximately two and thirty-nine one hundredths (2.39) acre parcel of land owned by the City and located at 1801 Moss Street in the City of Reading (Man Dir) Introduced at the March 12 regular meeting; Tabled at the March 26 regular meeting; Tabled at the April 2 special meeting; Tabled at the April 9 regular meeting

Councilor Corcoran moved, seconded by Councilor Marmarou, to enact Bill No. 36-2012, with the attached MOU.

Mr. Acosta described the background of this issue. He stated that Council has received the clarification requested.

Councilor Goodman-Hinnershitz expressed the belief that this topic was thoroughly vetted. She thanked the Reading Area Water Authority for their patience as the issue was discussed.

Councilor Waltman stated that he will not support this ordinance as he does not agree that any authority should hold title to land purchased by the City. He expressed the belief that when original agreements are amended too many times, the original intent becomes eroded.
Bill No. 36-2012 was enacted by the following vote:

Yeas: Acosta Corcoran, Goodman-Hinnershitz, Marmarou, Sterner – 5
Nays: Reed, Waltman -2

**B. Bill No. 64-2012** – amending Codified Ordinance Chapter 27 Zoning Part 18 Floodplain Districts *(Public Works)* *Introduced at the May 14 regular meeting; Public Hearing held on June 4*

Councilor Marmarou moved, seconded by Councilor Reed, to enact Bill No. 64-2012.

Bill No. 64-2012 was enacted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President -7
Nays: None -0

**INTRODUCTION OF NEW ORDINANCES**

Council President Acosta read the following ordinances into the record:

**A. Ordinance** - authorizing the Mayor to execute a grant of right of way and easement and an access agreement between the City of Reading and Habasit America, Inc., thereby conveying unto the City of Reading a nonexclusive, temporary construction easement and nonexclusive, perpetual access easement upon that portion of premises within parcel identification number 530620916265, situate at 825 Morgantown Road in the City of Reading, Pennsylvania *(Public Works)*

**B. Ordinance** – amending City of Reading Codified Ordinances Chapter 4 Buildings by adding the Heights Conservation District *(HARB)*

**C. Bill No. 52-2012**  – amending the Codified Ordinances, Chapter 11, Housing, Section 102, Definitions, by expanding the definition of a Vacant Property to include a Vacant Property for Sale, A Vacant Property Undergoing Rehabilitation and a Vacation/Second Residence as well as adding a Penalty for Failing to Timely Register a Vacant Property as attached in Exhibit A *(Law)* *Introduced at the April 23 regular meeting without documentation*

**D. Ordinance** - amending the Fee Schedule of the City of Reading, Berks County, Pennsylvania, Codified Ordinances, related to the Property Maintenance Division of the Department of Community Development Vacant Property Registration *(Law)*

**E. Ordinance** – requesting the authorization to transfer fund from the General Fund to the Trash and Recycling Fund *(Admin Services).*
RESOLUTIONS

A. Resolution 69-2012 - 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 (Com Dev) Tabled at the May 29 regular meeting; Joint meeting with the School Board and County Commissioners held on June 6

Councilor Reed moved, seconded by Councilor Goodman-Hinnershitz, to adopt Resolution 69-2012.

Councilor Reed expressed her belief in this incentive program and in the joint meeting held to review this program last week.

Councilor Goodman-Hinnershitz also agreed with the process used to review this program.

Councilor Waltman expressed the belief that the program has successes and failures. He stated that the Berkshire Bottling plant was a failure but a positive as the plant never was completed. He stated that the completion of this plant would have been devastating to the adjoining residential neighborhood.

Council President Acosta and Councilor Goodman-Hinnershitz stated that Berkshire Bottling will not qualify for tax relief under the KOEZ or KOIZ programs.

Resolution 69-2012 was adopted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7
Nays: None - 0

B. Resolution 70-2012 - authorizing the 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 (“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
Councilor Corcoran moved, seconded by Councilor Reed, to adopt Resolution 70-2012.

Resolution 70-2012 was adopted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7
Nays: None - 0

C. Resolution 84-2012 – accepting the PennVest loan in the amount of $10,013,950 for the Waste Water Treatment Plant project (Financial S&lutions)

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to adopt Resolution 84-2012.

Resolution 84-2012 was adopted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7
Nays: None - 0

D. Resolution 85-2012 – reappointing William Miller to the Building and Fire Code Board of Appeals (Nom & Appts)

E. Resolution 86-2012 – appointing Sean Moretti to the Main Street Board (Nom & Appts)

F. Resolution 87-2012 – appointing Erin Weller to the Historical Architectural Review Board (Nom & Appts)

G. Resolution 88-2012 – appointing Michael Leifer to the Fire Civil Service Board (Nom & Appts)

Councilor Marmarou moved, seconded by Councilor Corcoran, to adopt Resolution 85-88-2012.

Councilors Marmarou and Corcoran noted the skill and ability of those being appointed this evening.

Resolutions 84-88-2012 were adopted by the following vote:
Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7
Nays: None- 0

COUNCIL COMMENT
Councilor Marmarou noted the success of the College Heights annual yard sale. He also noted that Boy Scout Lucas Fick attended tonight’s Council Meeting to learn more about local government and good citizenship.

Councilor Corcoran described his recent meeting with some landlords about the new rental inspection fee. He agreed that the fee and rental inspection program should be made more reasonable.

Councilor Marmarou was excused to attend another meeting.

Councilor Reed thanked Senator Schwank for assisting with the truck traffic problem on River Road, located in the Riverdale area. She also noted the great turn out at the recent meeting held for 15th Ward residents. She also described the meeting of all downtown economic development groups last Thursday.

Councilor Goodman-Hinnershitz noted the upcoming Duryea Hill climb and its long history in Reading.

Councilor Sterner congratulated the fire fighters promoted this evening and those honored with recognition certificates. He stated that the Hillside Bingo program will be held every Monday night through the summer.

Councilor Waltman expressed the belief that a 17% staff reduction will not solve the Reading School District’s financial problems. He stated that the District has a limited opportunity to teach Reading’s children and questioned if reducing teachers is the best strategy. He encouraged them to find an alternative solution.

Ms. Goodman-Hinnershitz expressed the belief that the announced staff cuts and building closings will have negative repercussions.

Council President Acosta noted the success of the African American parade over the past weekend.

Council President Acosta announced that Council will be holding a Special Meeting on Thursday, June 14th to consider the appointment of the Administrative Services Director and set his salary.
Councilor Goodman-Hinnershitz moved, seconded by Councilor Sterner, to adjourn the regular meeting of Council.

Respectfully submitted by Linda A. Kelleher CMC, City Clerk
City of Reading City Council
Special Meeting
Thursday, June 14, 2012

Francis Acosta, President of Council, called the special meeting to order. He announced that the purpose of this special meeting is for Council to consider the appointment of the Administrative Services candidate and set his salary.

ATTENDANCE
Council President Acosta
Councilor Goodman-Hinnershitz, District 2
Councilor Sterner, District 3
Councilor Marmarou, District 4
Councilor Reed, District 5
Councilor Waltman, District 6
Legal Specialist T. Butler, Esq.
City Clerk Kelleher
Mayor Spencer

Council President Acosta stated that a conflicting appointment prevented Councilor Corcoran from attending this meeting.

PUBLIC COMMENT
Council President Acosta announced that no one is registered to address Council.

RESOLUTIONS
Resolution 89-2012 - appointing Matthew Bembenick as Administrative Services Director (Mayor)

Councilor Reed moved, seconded by Councilor Marmarou, to adopt Resolution No. 89-2012

Councilor Reed stated that she participated in the interviews for this position. She described the process used to select a candidate. She stated that this candidate received unanimous support of the interview team.

Resolution No. 89-2012 was adopted by the following vote:

Yeas: Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta President-6.
Nays: – 0.
Bill No. 65-2012 - setting forth the salary of the Administrative Services Director of the City of Reading at NINETY THOUSAND DOLLARS ($90,000.00) annually
(Mayor) Introduced at the May 29 regular meeting at a salary of $100,000; Listed on the agenda at $85,000; Amended to $90,000 at the request of the Mayor

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed to enact Bill No. 65-2012.

Nays: – 0.

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to adjourn the regular meeting.

Respectfully submitted by Linda A. Kelleher CMC, City Clerk
RECOMMENDATION
The recommendation is to award the contract to William RA Rush, Esquire, for a total submitted price of approximately $60 case, estimated number of cases – 900-1,000 for a total price of $54,000 to $60,000.

BACKGROUND
Proposals for the Zoning Hearing Master were received on April 17, 2012. The City employed a four-member evaluation team that considered criteria including, but not limited to, responsiveness, experience, stability, MWE/MBE, and price. The responses to the requests for proposals were evaluated independently by the members of the RFP selection review committee. The selection committee then held interviews for two of the candidates. After the interviews, all four evaluators of the proposals recommended William A Rush, Esquire.

BUDGETARY IMPACT
This project will be funded by the $1,000 application fee per hearing.

PREVIOUS ACTIONS
None.

SUBSEQUENT ACTION
Formal action by Council is needed to award the contract at the June 25, 2012 meeting.

RECOMMENDATION
The recommendation is that City Council approve the recommendation of the Administration to employ William RA Rush for the Zoning Hearing Master.
RECOMMENDED BY
Mayor, Community Development Director, Acting Director of Administrative Services, Controller and Purchasing Coordinator.

RECOMMENDED MOTION
To approve/deny Administration’s recommendation that William RA Rush be retained for the Zoning Hearing Master on behalf of the City of Reading.

cc: File
RESOLUTION NO. ____2012

TO CALL ON OUR LEGISLATORS AND ELECTED OFFICIALS TO JOIN THE TENS OF THOUSANDS OF CITIZENS, GRASSROOTS ORGANIZATIONS AND LOCAL GOVERNMENTS ACROSS THE COMMONWEALTH IN THE “MOVE TO AMEND CAMPAIGN” TO CALL FOR AN AMENDMENT TO THE CONSTITUTION TO ABOLISH CORPORATE PERSONHOOD AND RETURN OUR ELECTIONS TO THE CITIZENS OF THE UNITED STATES AND RECLAIM OUR RIGHT TO SELF-GOVERNANCE.

WHEREAS, free and fair elections are essential to democracy and effective self-governance; and

WHEREAS, corporations can exist in perpetuity, can exist simultaneously in many nations and need only profit for survival; and

WHEREAS, in addition to these advantages, the great wealth of large corporations allows them to wield coercive force of law to overpower human beings and communities, thus denying citizens the right to exercise their constitutional rights; and

WHEREAS, corporations are not mentioned in the Constitution and the people have never voluntarily or democratically granted constitutional rights to corporations, nor have we decreed that corporations have authority that exceeds the authority of the people of the United States; and

WHEREAS, the unconstitutional judicial bestowal of civil and political rights upon corporations usurps basic human and constitutional rights and also empowers corporations to sue municipal and state governments for adopting laws that violate corporate rights even when those laws can protect and defend the rights of human persons and communities; and

WHEREAS, the recent Citizens United v. the Federal Election Commission decision of the United States Supreme Court is contrary to the constitutional intent to free speech for individual human beings.
NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Reading, Pennsylvania hereby calls on our legislators and elected officials to join the tens of thousands of citizens, grassroots organizations and local governments across the Commonwealth in the Move to Amend campaign to call for an amendment to the Constitution to abolish corporate personhood and return our elections to the citizens of the United States and reclaim our right to self-governance.

BE IT FURTHER RESOLVED that the Council of the City of Reading calls on other communities and jurisdictions to join with us in this action by passing similar resolutions.

Adopted by Council__________________________, 2012

___________________________________
Francis G. Acosta, President of Council

Attest:

Linda A. Kelleher, City Clerk
AN ORDINANCE OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE A FEDERALLY-TAXABLE GENERAL OBLIGATION NOTE, SERIES B OF 2012 OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION NINETY-NINE THOUSAND DOLLARS ($3,099,000) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA. C.S. CHAPTERS 80-82, AS AMENDED AND SUPPLEMENTED (THE “ACT”); FINDING THAT A PRIVATE SALE BY NEGOTIATION IS IN THE BEST FINANCIAL INTERESTS OF THE CITY; DETERMINING THAT SUCH NOTE SHALL EVIDENCE NONELECTORAL DEBT OF THE CITY; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS TO FINANCE A PROJECT OF THE CITY WHICH CONSISTS OF, AMONG OTHER THINGS: (1) THE CURRENT REFINDBING OF THE CITY’S FEDERALLY-TAXABLE GENERAL OBLIGATION NOTE, SERIES OF 2000, AND (2) PAYING THE COSTS AND EXPENSES OF ISSUING THE NOTE; SETTING FORTH A REASONABLE ESTIMATE OF THE USEFUL LIVES OF THE PROJECTS TO BE REFINANCED BY THE NOTE; ACCEPTING A COMMITMENT FOR THE PURCHASE OF SUCH NOTE AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH NOTE, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THE CITY; FIXING THE FORM, NUMBER, DATE, INTEREST AND MATURITY THEREOF AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH NOTE; AUTHORIZING SPECIFIED OFFICERS OF THE CITY TO CONTRACT WITH THE PAYING AGENT FOR ITS SERVICES IN CONNECTION WITH THE NOTE, IF NECESSARY; SETTING FORTH THE SUBSTANTIAL FORM OF THE NOTE EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH NOTE; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH NOTE TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY IN SUPPORT THEREOF; CREATING A SINKING FUND IN CONNECTION WITH SUCH NOTE, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITORY; AUTHORIZING THE EXECUTION OF ONE OR MORE INVESTMENT AGREEMENTS BY SPECIFIED OFFICERS OF THE CITY (IF APPLICABLE) AND THE PURCHASE OF CERTAIN U.S. TREASURY OBLIGATIONS OR ANY OTHER SECURITIES OR INVESTMENTS IN CONNECTION WITH THE PROJECT, IF NECESSARY; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE CITY TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE NOTE, INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, ALL AS REQUIRED BY THE ACT; APPROVING A SELF-LIQUIDATING DEBT REPORT, IF APPLICABLE; DECLARING THAT THE DEBT TO BE EVIDENCED BY SUCH NOTE,
TOGETHER WITH ALL OTHER INDEBTEDNESS OF THE CITY, WILL NOT BE IN EXCESS OF ANY APPLICABLE LIMITATION IMOPOSED BY THE ACT; AUTHORIZING PROPER OFFICERS OF THE CITY TO DELIVER THE NOTE UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INSOFAR AS THE SAME SHALL BE INCONSISTENT HEREWITH.

WHEREAS, the City of Reading, Berks County, Pennsylvania (the “City”), was incorporated under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, it is necessary that the indebtedness of the City be increased for the purposes of providing funds to fund a project which consists of, among other things, (1) the current refunding of the City’s Federally-Taxable General Obligation Note, Series of 2010 (the “2010 Note”), and (2) paying the costs and expenses of issuing the Note (hereinafter defined) (the “Project”); and

WHEREAS, the City has heretofore issued the 2010 Note in the original principal amount of $3,250,000; and

WHEREAS, the City desires to authorize the refunding of the 2010 Note for the purpose of reducing total debt service over the life of the series; and

WHEREAS, the Note which is being issued to refund the 2010 Note will not be outstanding through a maturity date that could not have been included in the issue of the 2010 Note; and

WHEREAS, it is necessary that the indebtedness of the City be increased for the purpose of funding the Project; and

WHEREAS, the proposed increase of debt, together with its nonelectoral indebtedness and its lease rental indebtedness presently outstanding, will not cause the limitations of the City, pursuant to constitutional and statutory authority, to be exceeded; and

WHEREAS, the City received a commitment letter for the financing of the Project (the “Commitment Letter”) from Fulton Bank, N.A., Wyomissing, Pennsylvania (the “Purchaser”); and

WHEREAS, the City desires to formally approve the Project, to accept the Commitment Letter and to authorize the incurrence of nonelectoral debt under the Act, and the execution and delivery of the Commitment Letter.

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

The aggregate principal amount of the Federally-Taxable General Obligation Note, Series B of 2012 (the “Note”) of the City of Reading, Berks County, Pennsylvania, proposed to be issued shall be $3,099,000. The Note shall be incurred as nonelectoral debt.

The City hereby approves the Project to be undertaken consisting of, among other
things, (1) the current refunding of the 2010 Note, and (2) paying the costs and expenses of issuing the Note.

It is hereby determined and declared that the remaining estimated useful lives of the projects to be refinanced with the proceeds of the Note range from at least 3 years to at least 18 years.

It is hereby certified that an aggregate principal amount of the Note at least equal to the realistic estimated cost of each such capital project shall mature prior to the end of the useful life of such project. Stated installments or maturities of principal of the Note will not be deferred beyond the later of one year after the estimated date for the completion of the construction portion of the Project, if any, or two years from the date of issuance of the Note.

In connection with the issuance and sale of the Note, the Council, as required by the provisions of the Act, hereby finds, determines and states (a) that the purpose of the refunding of the 2010 Note is to reduce total debt service over the life of the series; and (b) that the refunding of the 2010 Note is authorized and permitted under and pursuant to the provisions of Section 8241 of the Act. The Council further finds and determines that the final maturity date of the Note issued to effect the refunding of the 2010 Note does not extend to a date that could not have been included in the 2010 Note issue.

The Council of the City hereby authorizes and directs its proper officers, agents and employees to execute all documents and take all actions necessary in connection with accomplishing the refunding of the 2010 Note, including, but not limited to providing notice to the Paying Agent for the 2010 Note, and to call the 2010 Note for optional redemption in full on the first date the 2010 Note is eligible to be called for optional redemption. In accordance with Section 8246 of the Act, it is the intent of the Council that the 2010 Note shall no longer be outstanding from and after the date of the issuance of the Note.

Said indebtedness shall be evidenced by a general obligation note in the aggregate principal amount of $3,099,000 dated and bearing interest from the earliest date of possible issue of said Note under the statutory time requirements as set forth in the Act. In accordance with the provisions of the Commitment Letter, the Note shall bear interest at the rate per annum as set forth on the form of Note. Interest is payable on the unpaid balance of said Note during its term until paid. The Note shall mature in installments of principal as shown on the attached Schedule hereinafter referred to as Exhibit A.

The City reserves the right to prepay all or part of any installments of principal at any time prior to the respective payment dates thereof, without notice or penalty, as more fully provided in the form of Note.

The principal and interest of said Note shall be payable at the office of the sinking fund depository selected for the Note as hereinafter provided.

The Note is hereby declared to be a general obligation of the City. The City hereby covenants that it shall include the amount of debt service on the Note for each fiscal year in which such sums are payable in its budget for that year; shall appropriate such amounts from its general revenues for the payment of such debt service; and shall duly and punctually pay or cause to be paid from its general revenues the principal of the Note and the interest thereon at the dates and places and in the manner stated in the Note according to the true intent and meaning
thereof, and for such proper budgeting, appropriation, and payment, the full faith, credit and taxing power of the City are hereby irrevocably pledged.

The Note, when issued, will be a general obligation of the City.

The form of said Note shall be substantially as shown on the attached Exhibit B.

The Note shall be executed in the name and under the corporate seal of the City by the Mayor and attested to by the City Clerk or Assistant City Clerk of the City. The City Clerk is hereby authorized and directed to deliver said Note to the Purchaser, and receive payment therefor on behalf of the City. The City Clerk or Assistant City Clerk is authorized and directed to prepare, verify and file the debt statement required by Section 8110 of the Act, and to take other necessary action, including, if necessary or desirable, the filing, either before or after the issuance of the Note, of additional debt statements or any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt.

Fulton Bank, N.A., Wyomissing, Pennsylvania, is hereby designated as the Sinking Fund Depository for the Note, and there is hereby created and established a Sinking Fund, to be known as “City of Reading, Berks County, Pennsylvania, Sinking Fund – Federally-Taxable General Obligation Note, Series B of 2012,” for the payment of the principal and interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The City shall deposit into the Sinking Fund, which shall be maintained until the Note is paid in full, sufficient amounts for payment of principal and interest on the Note no later than the date upon which such payments shall become due. The Sinking Fund Depository shall, as and when said payments are due, without further action by the City withdraw available monies in the Sinking Fund and apply said monies to payment of the principal of and interest on the Note.

The City is hereby authorized to contract with Fulton Bank, N.A., Wyomissing, Pennsylvania for its services as Sinking Fund Depository for the Note and Paying Agent for the same (the “Paying Agent”).

In compliance with Section 8161 of the Act, Council has determined that a private sale by negotiation, rather than public sale, is in the best financial interest of the City. The Commitment Letter is hereby accepted and the Note is hereby awarded and sold to the Purchaser in accordance with its commitment to purchase the said Note at par; provided the Note is dated the date of delivery thereof to the Purchaser and is in substantially the form set forth in Exhibit B to this Ordinance with such changes as may be approved by the officers of the City executing such Note; and further provided that the proceedings have been approved by the Department of Community and Economic Development if such approval is required under the provisions of the Act. A copy of said Commitment Letter shall be attached hereto as Exhibit C and lodged with the official minutes of this meeting and is hereby incorporated herein by reference.

If necessary, the City hereby approves the execution of one or more investment agreements, the purchase of certain U.S. Treasury obligations or any other securities or investments (the “Investments”) for investment of the proceeds of the Note in connection with the Project. The City hereby authorizes and directs the Mayor to execute and the City Clerk or Assistant City Clerk of the City to attest any investment agreement on behalf of the City, in the
form approved by the Solicitor and Bond Counsel of the City. The Investments shall be limited to those authorized under law for proceeds of the Note.

The action of the proper officers and the advertising of a summary of this Ordinance as required by law in a newspaper of general circulation in the City, is ratified and confirmed. The advertisement of enactment in said newspaper is hereby directed within fifteen (15) days following the day of final enactment.

The proper officers of the City are hereby authorized to execute and deliver such other documents, including any additional documents, certificates and agreements required by the Commitment Letter, and to take such other action as may be necessary or proper to effect the completion of the financing or the intent and purposes of this Ordinance.

In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the City that the remainder of this Ordinance shall remain in full force and effect.

All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

This Ordinance shall be effective in accordance with Section 8003 of the Act.

DULY ENACTED, THIS ____ DAY OF JUNE, 2012, BY THE COUNCIL OF CITY OF READING, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

Attest: CITY OF READING
          Berks County, Pennsylvania

__________________________________  By:__________________________________
Linda A. Kelleher CMC, City Clerk          Francis Acosta, President of Council

(SEAL)
**EXHIBIT A**

Principal Payment Schedule  
Series B of 2012 Note

<table>
<thead>
<tr>
<th>Payment Date (May 15)</th>
<th>Amount</th>
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<tbody>
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<td>2027</td>
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</tbody>
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EXHIBIT B

Form of Note

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BERKS
CITY OF READING

FEDERALLY-TAXABLE
GENERAL OBLIGATION NOTE
SERIES B OF 2012

$________
Dated: ___________, 2012

The CITY OF READING, COUNTY OF BERKS, COMMONWEALTH OF
PENNSYLVANIA (the “City”), a local government unit existing by and under the laws of said
Commonwealth, for value received, hereby acknowledges itself indebted and promises to pay to
FULTON BANK, N.A., Wyomissing, Pennsylvania (the “Purchaser”), or registered assigns, the
sum of ________ Million ________ Hundred ________ Thousand Dollars ($________) or such
lesser particular sum as shall represent the unpaid balance of such principal sum, on the terms
and conditions set forth below.

From the date hereof through and including ________, 20__, interest shall be due
and payable on this Note at a fixed rate equal to five and seventy-five hundredths percent
(5.75%) per annum. Thereafter, commencing ________, 20__, interest shall be due and payable
on this Note at a variable rate equal to the Fulton Bank Prime Rate. Notwithstanding the
foregoing, in no event shall the interest rate on this Note be less than ________ percent (____%)
per annum and in no event shall the interest rate on this Note exceed ________ percent (____%)
per annum. Interest shall be calculated on the basis of the actual number of days elapsed and a
year of three hundred sixty (360) days. Interest shall be due and payable semi-annually on
May 15 and November 15 of each year, commencing on November 15, 2012.

As used herein, the term “Fulton Bank Prime Rate” shall mean the variable annual
rate of interest regularly and from time to time established by the Purchaser as its prime rate and
so designated, whether or not the Purchaser shall at times lend at lower rates to specific
borrowers. Any change in the Fulton Bank Prime Rate shall become effective on the day
established by the Purchaser as the effective date for such change.

Principal of this Note shall be due and payable annually on May 15 of each year,
commencing May 15, 20__, in the amounts set forth on Exhibit “A” attached hereto and made a
part hereof. On May 15, 20__, all principal, accrued, unpaid interest and other amounts
evidenced by this Note shall be due and payable in full, without notice or demand.

If the due date for payment of interest on or principal of this Note shall be a
Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are
authorized by law or executive order to remain closed, then payment of such interest, principal or
redemption price need not be made on such date, but may be made on the next succeeding day
which is not a Saturday, Sunday, legal holiday or a day upon which banking institutions in the Commonwealth are authorized by law or executive order to remain closed with the same force and effect as if made on the due date for payment of principal or interest and no interest shall accrue thereon for any period after such due date.

The City has the option to prepay all or part of any installment of principal at any time prior to the respective payment dates thereof, without notice or penalty.

Both principal and interest are payable in such coin or currency as on the respective date of payment thereof and shall be legal tender for the payment of public and private debts, at the office of Fulton Bank, the paying agent, located in Wyomissing, Pennsylvania.

This Federally-Taxable General Obligation Note, Series B of 2012 (the “Note”) is issued under and pursuant to provisions of the Ordinance enacted by the Council of the City on June __, 2012 (the “Ordinance”). This Note is authorized to be issued under the Local Government Unit Debt Act of the Commonwealth, as reenacted and amended (the “Act”), without the assent of electors, and pursuant to the Ordinance. This Note shall be issued in the principal amount of $________ and is subject and entitled to the benefit of provisions of the Ordinance. The terms and provisions of the Ordinance are hereby incorporated by reference as if set forth fully herein.

The City has covenanted in the Ordinance, to and with the registered owner(s) hereof, that it (i) shall include the amount of the debt service for this Note, for each fiscal year of the City in which such amounts are payable, in its budget for that fiscal year, (ii) that it shall appropriate such amounts from its general revenues for the payment of such debt service in each such fiscal year, and (iii) that it shall duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds the principal amount of this Note and the interest due thereon at the dates and places and in the manner stated therein, according to the true intent and meaning thereof and for such budgeting, appropriation and payment the City has pledged, irrevocably, its full-faith, credit and taxing power.

The Note does not pledge the credit or taxing power of the Commonwealth; nor shall this Note be deemed an obligation of the Commonwealth; nor shall the Commonwealth be liable for payment of the principal of or interest on this Note.

The Purchaser shall have the right to exercise the remedies set forth in the Act. Any failure by the Purchaser to exercise any right or privilege hereunder shall not be construed as a waiver of the right or privilege to exercise such right or privilege, or to exercise any other right or privilege, at any other time, and from time to time, thereafter.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or on the Ordinance, against any member, officer or employee, past, present, or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of the Note.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth for the City to issue and deliver this Note has
been duly given pursuant to the Act; that all acts, conditions and things required by the laws of
the Commonwealth to exist, to have happened or to have been performed, precedent to or in
connection with the issuance of this Note or in the creation of the debt of which this Note is
evidence, exist, have happened and have been performed in regular and due form and manner as
required by law; that this Note, together with all other indebtedness of the City are within every
debt and other limit prescribed by the Constitution and the statutes of the Commonwealth; that
the City has established with the Paying Agent, as sinking fund depository, a sinking fund for
this Note and shall deposit therein amounts sufficient to pay the principal of and interest on this
Note as the same shall become due and payable; and that for the prompt and full payment of all
obligations of this Note, the full faith, credit and taxing power of the City are hereby irrevocably
pledged.

IN WITNESS WHEREOF, the City of Reading, Berks County, Pennsylvania, has
causd this Note to be properly executed by its Mayor and its corporate seal to be hereto affixed,
attested to by its City Clerk of the City as of the ____ day of June, 2012.

CITY OF READING
Berks County, Pennsylvania

By:____________________________________
Vaughn Spencer, Mayor

Attest:__________________________________
Linda A. Kelleher CMC, City Clerk

(SEAL)
REGISTRATION FORM

This Note can be validly negotiated only upon proper execution of the form set forth below, and upon notation of the same upon the books of Fulton Bank, N.A., Wyomissing, Pennsylvania, as Paying Agent and Registrar for this Note, maintained for such purpose. The City and the Registrar shall treat the registered owner of this Note, as noted on this Note and on said books, as the absolute owner hereof, and shall not be affected by any changed circumstances, nor by any notice to the contrary.

Original Registered Owner: Fulton Bank, N.A.

<table>
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<tr>
<th>Date</th>
<th>Transferor</th>
<th>Subsequent Purchaser</th>
<th>Registrar</th>
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</tbody>
</table>

For value received, the last-named Transferor, by its due execution above, hereby, on the above-stated date, sells, transfers and negotiates this Note to the last-named subsequent purchaser, warranting that this transfer is effective and rightful; that, this Note is genuine and has not been materially altered; and that it has no knowledge of any fact which might impair the validity of this Note, and further irrevocably authorizes and directs Fulton Bank, N.A., Wyomissing, Pennsylvania, as Registrar, to make this transfer on its books maintained for such purposes.

Fulton Bank, N.A., Wyomissing, Pennsylvania, as Registrar, by its due execution above, on the above-stated date, acknowledges the transfer of this Note to the subsequent purchaser, who shall now be recognized as registered owner, and has noted such transfer on its books.
ASSIGNMENT

FOR VALUE RECEIVED, ____________________________ hereby sells, assigns and transfers unto

______________________________ (the “Transferee”)

Name

______________________________

Address

______________________________

Social Security or Federal
Employer Identification No.

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints

_______________________ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Date: ______________

NOTICE: No transfer will be issued in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust, and the name of the trustee should be supplied.
EXHIBIT C

Commitment Letter
BILL NO._______-2012

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT BETWEEN THE CITY OF READING AND THE METROPOLITAN EDISON COMPANY THEREBY CONVEYING UNTO THE METROPOLITAN EDISON COMPANY A PERMANENT EASEMENT AND UNINTERRUPTED RIGHT OF ACCESS AS DESCRIBED IN SAID EASEMENT UPON THAT PORTION OF PREMISES ALONG SKYLINE DRIVE, READING, BERKS COUNTY, PENNSYLVANIA (PIN NO. 5317-02-76-2194) FOR INSTALLATION OF ONE (1) POLE AND OVERHEAD PRIMARY ELECTRIC FACILITIES FOR SERVICE TO THE BERKS COUNTY 911 CELL TOWER.

WHEREAS, the City of Reading is the legal owner of real property situate along Skyline Drive, Reading, Berks County, Pennsylvania, with parcel ID # 5317-02-76-2194; and

WHEREAS, the Metropolitan Edison Company has need of access to said property for purposes of installing a pole and overhead primary electric facilities for service to the Berks County 911 cell tower; and

WHEREAS, the City of Reading is willing to grant to the Metropolitan Edison Company an easement and uninterrupted right of access in connection with said parcel for such purpose.

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

SECTION 1. The Mayor is authorized to execute an Easement (attached as part of Exhibit “A”) to convey unto the Metropolitan Edison Company an easement and uninterrupted right of access upon that portion of premises located within Parcel ID # 5317-02-76-2194, along Skyline Drive, Reading, Berks County, Pennsylvania, as shown on a certain diagram entitled Right-of-Way (attached as part of Exhibit “A”).
SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted___________________________, 2012

_______________________________________
President of Council

Attest:

_______________________________________
City Clerk

(LAW DEPT.)
PREPARED BY:  Melanie A. Hart
               Met-Ed
               2800 Pottsville Pike
               Reading, PA 19605

PREMISES:  Skyline Drive
               City of Reading
               Berks County
RETURN TO:  Cindy Kohl
               Met-Ed
               2800 Pottsville Pike
               Reading, PA 19605

DOCUMENT NO. ORDER NO. NOTIFICATION NO. GRID NO.
13264027  32453290  251498-C37473

The undersigned, City of Reading, a Pennsylvania municipal corporation, ____________________________
of the ____________________________ County of ____________________________ and State of
__________________________ (the "Grantor"), is the owner of certain lands located in the City of 
Reading, County of Berks, Commonwealth of Pennsylvania bounded and/or described as follows (the "Land"):
[Include information such as street address, subdivision plan name and number, lot number, recording date, tax parcel number and identification of
adjacent property owners].
PIN No. 531762762194 Installation of one (1) pole and overhead primary electric facilities for
service to Berks County 911 Cell Tower

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and intending
to be legally bound, hereby grants and conveys to ☐ PENNSYLVANIA ELECTRIC COMPANY
[METROPOLITAN EDISON COMPANY, a Pennsylvania corporation, (the "Grantee") a permanent
easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew,
replace, improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and
ground level facilities described below (the "Facilities") as may be deemed necessary or convenient by
Grantee for electric, CATV and communication purposes for the use and benefit of the Land and/or
adjacent lands on, over, under and across the ____________________________ portion of the land.

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, guy
stubs, anchors, street lights and standards, transformers, transformer pads, switching compartments,
coumlts, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, manholes, hand-holes
and other related equipment and apparatus from time to time deemed necessary or convenient by Grantee
to accomplish the above purpose.

Grantee further grants and conveys to Grantee the right, from time to time, to trim, cut and/or
remove such trees, tree branches, shrubs, roots, vegetation, structures and/or other objects or
obstructions, which are within fifteen (15) feet of any of the Facilities, or, which, in the sole judgement
of the Grantee, interfere with the installation of, or in the safe, proper or convenient use, maintenance,
operation of, or access to, the Facilities, including, without limitation, the removal of such trees, and/or
tree branches which overhang or endanger any of the Facilities. Further, Grantee shall have the right
to make such excavations to accomplish the above purposes and to enter upon the Land without notice for
all the purposes hereof.

FirstEnergy Corp
EASEMENT
FORM X-2842 (REV. 02-05)
Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within eight (8) feet of either side of the center line of the Facilities, as installed, raise or lower the ground elevation of the Land above or beneath the Facilities, grow beneath overhead Facilities any vegetation or trees, except farm crops or other compatible species identified by Grantor, or obstruct access to, remove structural support from, divert or impound water to or on, or otherwise interfere with, the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their heirs, executors, administrators, successors, assigns, licensees and lessees, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this Easement this ______ day of _____________, 20 ___.

WITNESS / ATTEST:

__________________________
__________
Secretary

__________________________
__________
CITY OF READING

(Seal)
(Seal)
Mayor

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ____________________
}

SS.

On this the _______ day of _____________, 20 ___, before me, the undersigned officer, personally appeared ____________________________, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and Official Seal.

__________________________
Title Officer

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BERKS
}

SS.

On this the _______ day of _____________, 20 ___, before me, the undersigned officer, personally appeared ____________________________, who acknowledged himself to be the Mayor of the City of Reading, a corporation, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Mayor.

In Witness Whereof, I have hereunto set my hand and Official Seal.

__________________________
Title Officer

FirstEnergy Corp

EASEMENT

FORM X-2882 (REV. 02-09)
BILL NO. _____-2012
AN ORDINANCE

AMENDING THE CODIFIED ORDINANCES OF THE CITY OF READING, CHAPTER 1 ADMINISTRATION AND GOVERNMENT, PART 5 BOARDS, DEPARTMENTS, COMMISSIONS, COMMITTEES AND COUNCILS, PART C HUMAN RELATIONS COMMISSION, §1-525 POWERS AND DUTIES OF COMMISSION BY PROVIDING FOR A METHOD OF ENFORCING SUBPOENAS.

Whereas the Council of the City of Reading hereby ordains as follows:

Section 1. Amending the Codified Ordinances Human Relations Commission §1-525 Powers and Duties of Commission by adding a method by which the Commission may enforce subpoena as follows:

§1-525. Powers and Duties of Commission.

The Human Relations Commission shall have the power and it shall be its duty to:

A. Initiate, receive, investigate and seek the satisfactory adjustment of complaints charging unlawful practices, as set forth in this Part.

B. Issue subpoenas for persons and for documents which may be necessary to properly investigate a complaint of discrimination filed pursuant to this Part. Commissioners may not be subpoenaed to testify, nor may a Commissioner be deposed or otherwise interrogated with respect to any action taken on behalf of the Commission. In case of contumacy or refusal to obey a subpoena issued to any person any court of jurisdiction, upon application by the Commission, may issue to such person an order requiring such person to appear before the Commission there to produce documentary evidence, if so ordered, or there to give evidence touching the matter in question, and any failure to obey such order of the court may be punished by said court as a contempt thereof. Any complaint filed under this subsection which the Commission believes may constitute a violation of a law of the United States of America or the Commonwealth of Pennsylvania may
be certified to the City Solicitor for such actions as he may deem proper.

C. Hold public hearings, subpoena witnesses and compel their attendance, administer oaths, take the testimony of any person under oath, and in connection therewith require the production of evidence relating to any matter under investigation or any question before the Commission, make findings of fact, issue orders and publish such findings of fact and orders and do all other things necessary and proper for the enforcement of this Part.

D. In the performance of its duties, the Commission may cooperate with and, if appropriate, contact interested citizens, private agencies and agencies of the Federal, State and local governments, and enter into such agreements as may be necessary to formalize such relationships.

E. Request staff, provided by the City to the Human Relations Commission, other departments, boards and commissions of the City government to assist in the performance of its duties, and such other departments, boards and commissions shall cooperate fully with the Commission. To appoint such attorneys and hearing examiners and other employees and agents as it may deem necessary, fix their compensation within the limitations provided by law and prescribe their duties.

F. Hold investigative hearings upon request by Council in cases of racial tension and/or discrimination.

G. Assist in the enforcement of fair practices in City contracts.

H. Render, from time to time, a written report of its activities and recommendations to the Mayor and Council.

I. Adopt such rules and regulations as may be necessary to carry out the purposes and provisions of this Part. Such rules and regulations shall be in writing and be made available to parties upon request.

(Ord. 6-2002, 3/13/2002)
Section 2. This ordinance shall become effective ten (10) days after it adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted: _______________________,
2012

______________________________
President of Council

Attest:

______________________________
City Clerk

(Council Staff)

Submitted to Mayor: ________________
Date: _____________

Received by the Mayor’s Office: ________________
Date: _____________

Approved by Mayor: ________________
Date: _____________
As part of the City of Reading Public Works Departments’ (“Public Works Department”) overall strategy associated with capital improvements to the sanitary sewer system necessary to achieve compliance with the City of Reading’s (“City”) obligations pursuant to the Consent Decree with the United States Department of Justice and Pennsylvania Department of Environmental Protection, the Public Works Department is planning on constructing a new 42-inch force main paralleling the existing force main from the 6th and Canal Street Pump Station to the Fritz Island Wastewater Treatment Plant (the “Force Main Project”).

The City requires permission from several real property owners to secure the right to occupy various non-City properties for the construction, maintenance and operation of the sanitary sewer system.

The Public Works Department has negotiated the two attached agreements with Habasit America, Inc. (“Habasit”), in order to acquire necessary access for the Force Main Project. The “Right of Way and Easement Agreement” is a permanent grant of access for the City to operate, maintain and repair (as necessary) the sanitary sewer system on the property owned by Habasit. The “Access Agreement” is a temporary grant of access to provide the City with additional area on the Habasit property during the construction phase for the City’s contractor to stage and move equipment while constructing the new force main. Habasit has requested no monetary compensation in exchange for these two agreements.

The Public Works Department deems that these agreements are based on commercially reasonable terms and are sufficient to provide the City with the necessary access rights to complete the Force Main Project on the property owned by Habasit.

The Public Works Department respectfully requests that the Council for the City of Reading authorize the City enter into the attached agreements by ordinance so that the City can move forward with the Force Main Project in accordance with the City’s obligations under the Consent Decree.
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A GRANT OF RIGHT OF WAY AND EASEMENT AND AN ACCESS AGREEMENT BETWEEN THE CITY OF READING AND HABASIT AMERICA, INC., THEREBY CONVEYING UNTO THE CITY OF READING A NONEXCLUSIVE, TEMPORARY CONSTRUCTION EASEMENT AND NONEXCLUSIVE, PERPETUAL ACCESS EASEMENT UPON THAT PORTION OF PREMISES WITHIN PARCEL IDENTIFICATION NUMBER 530620916265, SITUATE AT 825 MORGANTOWN ROAD IN THE CITY OF READING, PENNSYLVANIA.

WHEREAS, Habasit America, Inc., as successor in interest to KVP Holdings, Inc., is the legal owner of real property situate at 825 Morgantown Road, Reading, Berks County, Pennsylvania (Parcel Identification number 530620916265) and more particularly described in Deed Book 4093 page 2198 (the “Property”); and

WHEREAS, in order to perform construction, maintenance and repairs to the 42-inch sanitary sewer force mains located between the Sixth and Canal Pump Station and Fritz Island Wastewater Treatment Plant, the City of Reading requires access to the Property for temporarily storing and staging construction equipment and materials and permanently accessing, operating, maintaining and repairing portions of the 42-inch sanitary sewer force mains; and

WHEREAS, Habasit America, Inc., is willing to grant the City of Reading such access free of charge pursuant to the terms of the Grant of Right of Way and Easement attached hereto as Exhibit “1” and Access Agreement attached hereto as Exhibit “2”.

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

SECTION 1. The Mayor is authorized to execute a Grant of Right of Way and Easement (attached hereto and incorporated herein as Exhibit “1”) to accept from Habasit America, Inc., a non-exclusive, perpetual access easement upon such portions of the Property identified on the plans of Barry Islett & Associates, Inc., dated March 7, 2012 and attached to the Grant of Right of Way and Easement.
SECTION 2. The Mayor is authorized to execute an Access Agreement (attached hereto and incorporated herein as Exhibit “2”) to accept from Habasit America, Inc., non-exclusive, temporary construction license upon such portions of the Property identified on the plan of Barry Islett & Associates, Inc., dated December 22, 2011 and attached to the Access Agreement.

SECTION 3. This Ordinance shall be effective ten (10) days after passage.

Enacted ______________________, 2012

________________________________________________________
President of Council

Attest:

________________________________________________________
City Clerk

(LAW DEPT)

Submitted to Mayor: __________
Date: _______________________

Received by Mayor’s Office: _____
Date: _______________________

Approved by Mayor: __________
Date: _______________________

Vetoed by Mayor: __________
Date: _______________________
Exhibit “1”:
Grant of Right of Way and Easement
Prepared By:
Derald J. Hay, Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
Exton, PA 19341

Record and Return to:
Derald J. Hay Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
Exton, PA 19341

Grantor’s Property Address: 825 Morgantown Road, Reading, Pennsylvania
Property ID No: 530620916265 (Grantor)

GRANT OF RIGHT OF WAY AND EASEMENT

THIS GRANT OF RIGHT OF WAY AND EASEMENT AGREEMENT (the “Agreement”) is made this ____ day of _________________, 2012, by and between Habasit America, Inc., a Delaware corporation, as successor in interest to KVP Holdings, Inc., with a mailing address of 825 Morgantown Road, Reading, Pennsylvania (hereinafter called “Grantor”), and THE CITY OF READING, Berks County, Pennsylvania, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter called “Grantee”).

WITNESSETH:

A. WHEREAS, Grantor is the owner of a certain tract of land situate in the City of Reading, Berks County, Pennsylvania, 825 Morgantown Road, Reading, Pennsylvania, and further being identified as Berks County Property No. 530620916265 (“Grantor’s Property”) and as further described in Berks County Record of Deeds Book 4093 Page 2198; and

B. WHEREAS, Grantee, as a part of its plan to extend and/or upgrade its intermunicipal sanitary sewage collection, transportation and treatment system, has embarked, or is about to embark, upon the construction of a new 42-inch ductile iron force main extending approximately 7,000 linear feet from the Grantee’s pump station located at 6th and Canal Streets in Reading, Berks County, Pennsylvania to its Wastewater Treatment Plant located on Fritz
Island, as well as the rehabilitation of the existing 42 inch force main generally parallel therewith (hereinafter collectively the “Project”); and

C. WHEREAS, as a part of the Project, it will be necessary for the Grantee to enter upon Grantor’s Property for one or more of the following purposes, to wit: (a) obtaining ingress, egress and regress for persons, vehicles, equipment, and machinery to and from Grantee’s sewer facilities (the “Access Easement”) and (b) temporarily utilizing a portion of the Grantor’s Property in the course of constructing a part of the Project as well as for temporarily utilizing such portion of Grantor’s Property for construction, maintenance, repair, removal or replacement of Grantee’s sanitary sewer lines (including, without limitation, the existing 42-inch steel force main and proposed 42-inch ductile iron force main) as may be necessary from time to time (the “Construction Easement” and collectively with the Access Easement, the “Easements”), with all such purposes/uses of Grantor’s Property being hereinafter specifically set forth; and

D. WHEREAS, in order to proceed with the Project, Grantee has requested authorization from Grantor, which authorization Grantor herein gives to Grantee, for Grantee, its agents, contractors, legal representatives, successors and assigns, to enter upon Grantor’s Property for the uses and purposes hereinafter set forth; and

F. WHEREAS, Grantor is desirous of conveying and granting unto Grantee the Easements for the Project in accordance with the terms and conditions as hereinafter set forth.

NOW THEREFORE, for and in consideration of these premises and the sum of One Dollar ($1.00) paid by Grantee to Grantor in connection with the execution of this Agreement as provided below, and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The recitals as hereinbefore set forth are incorporated herein by reference as though, again, being set forth in full and complete detail.

2. **Grant of Access.**

   a. Grantor does hereby and shall grant, bargain, sell, release and confirm to Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors, successors in interest and assigns, a nonexclusive Construction Easement on and over Grantor’s Property in such areas specifically designated as such in Exhibit “A” attached hereto and incorporated herein, for purposes of performing any and all necessary activities for the construction and completion the Project, including, without limitation, the use of Grantor’s property for staging of equipment, vehicles, machinery and soils as well as temporarily utilizing such portion of Grantor’s Property for construction, maintenance, repair, removal or replacement of Grantee’s sanitary sewer lines (including, without limitation, the existing 42-inch steel force main and proposed 42-inch ductile iron force main) as may be necessary from time to time.

   b. Grantor does hereby and shall grant, bargain, sell, release and confirm to Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors,
successors in interest and assigns, a non-exclusive Access Easement as a free, uninterrupted right-of-way over and across the Property in such areas specifically designated as such in Exhibit “B” attached hereto and incorporated herein, for the purpose of ingress, egress and regress of persons, vehicles, and equipment upon, over and across that Grantor’s Property, all in connection with the construction, operation, and maintenance of Grantee’s sewage facilities as may be necessary from time to time. With the prior written permission of the Grantor (which shall not be unreasonably withheld or delayed), Grantee may upgrade the surface of the Access Easement as may be reasonably necessary for Grantee’s access.

c. The Easements are intended for the use of Grantee, its agents, employees, contractors, representatives, subtenants, licensees, visitors, successors in interest and assigns, and shall in no way be used at any time in such a manner so as to increase the burden of the servitude upon Grantor’s Property.

3. **Entry Notice.** The Grantee shall provide Grantor with written notice (which may include, without limitation, electronic mail, facsimile or hand delivery) at least forty-eight (48) hours prior to entering Grantor’s Property (the “Entry Notice”). The Grantee shall not access the Premises prior to having received a response from the Grantor confirming the Grantee’s ability to access the Premises on the date and at the location requested. In the event that Grantor has not responded to Grantee’s request within twenty-four (24) hours. Grantee shall have the right to enter upon the Premises for the purpose set forth in its notice. In the event of an emergency Grantee may enter upon the Premises without notice or permission, but shall provide notice to Grantor of its having accessed the Premises as soon as practicable.

4. **Restoration.** Upon full completion of the Project, Grantee shall promptly restore the surfaces of the Easements (except the upgrades to the Access Easement permitted by Grantor) to approximately the same grades as existed prior to the exercise of any of said rights, and shall also restore the Easements with substantially similar surfacing as existed prior to any entry or construction and repair or replace (with substantially similar materials) any fencing removed by Grantee in the exercise hereof.

5. **Fencing.** During the Project, Grantee shall install temporary or semi-permanent construction fence around the northern boundary of the Construction Easement. Upon full completion of the Project or as agreed upon by the Grantor and Grantee, Grantee shall install a chain link fence (reasonably similar size and quality to the existing fence on the adjoining property owned by Grantee) along the southern boundary of Grantor’s Property.

6. **Duration of Access Easement.** The Easements hereby created shall be appurtenant to and shall run with the land and is for the benefit of Grantor, Grantee, and their respective agents, employees, representatives, licensees, visitors, contractors, successors in interest and assigns. The agreements, conditions, covenants and promises herein contained are intended to be covenants running with the land. The rights created herein shall not be terminated by reason of sale, transfer, mortgage or lease of Grantor's Property. Notwithstanding the foregoing, Grantee shall have the sole and exclusive right to terminate this Agreement at any time by written notice to Grantor. Upon termination of all of the Access Easement hereunder, Grantee shall at its sole cost and expense, prepare and record an instrument which terminates this Agreement of record.
7. **Laws.** The Grantee, at its own cost and expense, agrees to comply with all laws, ordinances, rules, regulations, decisions, or order of any federal, state, county, municipal, or other governmental authority or courts regulating Grantee’s use of the Easements.

8. **Title and Quiet Possession.** The Grantor does hereby warrant and represent to Grantee that Grantor has good and marketable title to Grantor’s Property which is subject to the Easements herein granted, and that upon full execution, this Agreement will be a valid, legally binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

9. **Notices.** The parties hereto agree that all notices required to be given (except the Entry Notice) shall be given by hand delivery, electronic mail or facsimile (all with a confirmation of receipt) with a copy sent by a nationally recognized overnight courier addressed to the parties at the addresses set forth below. Such notices shall be deemed received on the date stated on the confirmation of receipt. Either party may change its aforesaid address by written notice to the other.

As to Grantor: Christopher Nigon, President
Habasit America, Inc.
825 Morgantown Road
Reading, PA 19607

As to Grantee: Wastewater Treatment Plant Manager
City of Reading Department of Public Works
899 Morgantown Road
Reading, PA 19607

With a copy to: City of Reading, Solicitor
815 Washington Street
Reading, PA 19601

10. **Broker.** Each party represents and warrants that no brokerage commission or similar compensation is due to any party as a result of this Agreement. Grantor and Grantee each agree to indemnify and hold each other harmless from any and all claims for any commission or compensation to any real estate broker arising out of or in connection with this Agreement.

11. **Performance.** Either party to this Agreement shall have the right to waive any covenant, condition or requirement which, under the terms of this Agreement, is to be performed by the other party, but no covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been waived by any party unless such waiver be in writing and signed by the party electing to make such waiver. Consent of either party to any act or matter must be in writing and shall apply only with respect to the particular act or matter to which such consent is given and shall not relieve the party for whose benefit such waiver has been given from the obligation, wherever required hereunder, to obtain the further consent to any other act or matter.

12. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Grantor and Grantee named herein, and shall be further binding to the heirs, personal representatives, successors in interest and assigns of the Grantor and Grantee.
13. **Indemnity.** Grantee hereby agrees to indemnify, defend (with counsel selected by Grantee) and hold Grantor, its heirs, personal representatives, successors and assigns, harmless from and against any and all actions, causes of action, damages, liabilities, claims, demands, and fines, including reasonable attorneys’ fees and costs, caused by or arising out of Grantee’s use and operation of the Easements (and the entry upon Grantor’s Property by Grantee, its agents and employees in connection therewith), including (without limitation) personal injuries (including death) and property damage. This paragraph shall survive expiration/termination of this Agreement.

14. **Insurance.** Grantee will maintain the following insurance policies during the term of this Agreement:

   (a) Workers’ Compensation Insurance with statutory limits in accordance with all applicable laws.

   (b) Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than $1,000,000 per occurrence and aggregate (per project).

   (c) Automobile Insurance with a limit not less than $1,000,000 combined single limit.

   (d) An umbrella policy of not less than Four Million Dollars ($4,000,000.00) aggregate.

Within five (5) calendar days of the Effective Date, the Grantee shall furnish to the Grantor a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the Grantor as additional an insured under the Comprehensive General Liability, Automobile, and Excess Umbrella coverages, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the Grantor.

15. **Recording.** This Agreement or a Memorandum thereof shall be recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania.

16. **Modification.** No modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

17. **Costs.** Grantee shall be responsible for all costs and expenses incurred in connection with the preparation and recording of this Agreement, including recording costs. Each party shall be responsible for its own legal costs.

18. **Default.** In the event of a material default (the “Default”) the aggrieved party will provide notice as set forth in this Agreement to the party of the other part detailing the Default. The alleged defaulting party shall respond to such notice of Default as soon as reasonably possible, but not more than five (5) business days from its receipt of such notice. The defaulting party shall commence to cure such default as soon as reasonably practicable, but not more than five (5) business days from its receipt of notice, and diligently prosecuted thereafter until completion. In the event that the alleged defaulting party does not respond to the notice of
default or cure the Default within the times set forth herein, the non-defaulting party may only seek injunctive relief in the Court of Common Pleas in the County of Berks to require the defaulting party to cure such default. The prevailing party in such action shall be entitled to recover its reasonable attorneys’ fees incurred to prosecute or defend such action.

19. **Miscellaneous.**

   a. This Agreement may be signed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

   b. The captions preceding the text of each paragraph are included for the convenience of reference.

   c. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law.

   d. To the extent any party hereto consists of more than one person, such person shall be jointly and severally liable.

   e. Grantor will obtain the consent of its mortgage lender(s) to this Agreement, as evidenced by the Consent and Agreement of Mortgage attached hereto.

   f. Grantee hereby reserves, and this Agreement shall not reduce or abridge, Grantee’s rights (a) reserved by deed dated June 18, 2004, and recorded in the Berks County Records in Book 4093, Page 2187 and (b) otherwise provided by applicable laws, including, without limitation, the Pennsylvania Eminent Domain Code.

   g. If any portion of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the legality, validity or enforceability of the remainder of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES APPEAR ON THE NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR:
HABASIT AMERICA, INC.

By: ____________________________
   Name: Christopher S. Nigon
   Title: Vice President, Strategic Operations

GRANTEE:
CITY OF READING

By: ____________________________
   Name: Vaughn D. Spencer
   Title: Mayor
GRANTOR ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA : ss.
COUNTY OF ________________________ :

On this, the ______ day of ________________ , 20___ , before me, a Notary Public, the undersigned officer, personally appeared Christopher S. Nigon, who acknowledged himself/herself to be the Vice President, Strategic Operations, of Habasit America, Inc., a Delaware corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name thereon as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

__________________________________________
Notary Public

My Commission Expires:

__________________________________________

GRANTEE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA : ss.
COUNTY OF BERKS:

On this, the ______ day of ________________ , 20___ , before me, a Notary Public, the undersigned officer, personally appeared Vaughn D. Spencer, who acknowledged himself/herself to be the Mayor of the City of Reading, a Pennsylvania political subdivision, and that as such Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing his/her name thereon as such Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

__________________________________________
Notary Public

My Commission Expires:

__________________________________________
Exhibit “A”
Exhibit “B”
Exhibit “2”:
Access Agreement
ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the “Agreement”) is made as of this _____ day of ______________, 2012, by and between HABASIT AMERICA, INC., a Delaware corporation, having a primary business office at 825 Morgantown Road, Reading, Pennsylvania 19607 (the “Grantor”)

AND

the CITY OF READING, a Pennsylvania municipal corporation, organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, having a business address of 815 Washington Street, Reading, Pennsylvania 19601 (the “Grantee”).

BACKGROUND

A. Grantee, as a part of its plan to extend and/or upgrade its intermunicipal sanitary sewage collection, transportation and treatment system, has embarked, or is about to embark, upon the construction of a new 42-inch ductile iron force main extending approximately 7,000 linear feet from the Grantee’s pump station located at 6th and Canal Streets in Reading, Berks County, Pennsylvania to its Wastewater Treatment Plant located on Fritz Island, as well as the rehabilitation of the existing 42 inch force main generally parallel therewith (hereinafter collectively the “Project”).

B. In connection with the Project, the Grantee desires to access the land owned by the Grantor, commonly known as 825 Morgantown Road, Reading, Pennsylvania, as recorded in a deed in the office in and for the Recorder of Deeds of Berks County at Deed Book Volume 4093, Page 2198 (the “Premises”) from time to time for the purposes of conducting pre-construction and construction activities related to the development of the Project.

C. The Grantor desires to permit the Grantee to access the Premises to conduct its pre-construction and construction activities in connection with the Project pursuant to certain terms and conditions contained herein.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual covenants set forth herein and other good and other valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, covenant and agree as follows:

Background Section. All statements made in the Background section above are true and correct and are incorporated in this Agreement as if set forth at length herein.

Grant of Access License. The Grantor does hereby grant to the Grantee, its successors, agents, contractors and assigns, access in, to, on and upon the portion of the parking area on the Premises identified in Exhibit “A”, attached hereto and incorporated herein, (the “Access License Area”) for the purpose of conducting pre-construction and construction activities related to the Project, which shall be irrevocable during the term of this Agreement.
Term of Access License. This Agreement shall remain in full force and effect for the entire duration of the Project. This Agreement shall expire upon Grantee’s completion of the Project.

Restoration. Upon full completion of the Project or as agreed upon by the Grantor and Grantee, Grantee shall promptly restore the surfaces of the Premises used by Grantee to approximately the same grades as existed prior to the exercise of any of said rights, and shall also restore the Access License Area with substantially similar surfacing as existed prior to any entry or construction and repair or replace (with substantially similar materials) any fencing removed by Grantee in the exercise hereof. The terms and conditions of this paragraph 4 shall survive the termination of this Agreement.

Notice. The Grantee may utilize the Access License Area upon providing Forty-Eight (48) hours notice to the Grantor of its intention to initially utilize the Access License Area. The Grantee shall notify the Grantor via email of its intent to access the Premises at the following email addresses:

Christopher S. Nigon, President - Christopher.Nigon@us.habasit.com; or

Jeffrey DeLair, Engineering Manager - Jeff.DeLair@us.habasit.com; or

James Kempf, Application Engineer - Jim.Kempf@us.habasit.com.

The Grantee shall not access the Premises prior to having received a response from the Grantor confirming the Grantee’s ability to access the Premises on the date and at the location requested. In the event that Grantor has not responded to Grantee’s request within 24 hours Grantee shall have the right to enter upon the Premises for the purpose set forth in its notice. In the event of an emergency Grantee may enter upon the Premises without notice or permission, but shall provide notice to Grantor of its having accessed the Premises as soon as practicable.

Effective Date. The parties intend that the rights confirmed and granted in this Agreement shall become effective immediately upon the execution of this Agreement.

Indemnification. The Grantee shall and hereby does release, indemnify, defend, protect and save harmless Grantor from and against any and all claims, demands, liabilities, damages, costs and expenses, including without limitation, court costs and attorneys’ fees, resulting from any and all loss of life or property, or from injury or damage to the personal property of any person, firm, corporation or entity, including Grantor and Grantee, their agents, employees, contractors and assigns, arising out of or in connection with the Grantee (or Grantee’s agents, employees, contractors or assigns) entry in and upon the Premises pursuant to this Agreement. Grantee’s release and indemnity hereunder shall survive the expiration of the Agreement.

Other Rights Reserved. Grantee hereby reserves, and this Agreement shall not reduce or abridge, Grantee’s rights (a) reserved by deed dated June 18, 2004, and recorded in the Berks County Records in Book 4093, Page 2187 (which includes, without limitation, the right of ingress, egress and regress over and across the Property in order to access, maintain and repair
the 42” existing sanitary sewer force main) and (b) otherwise provided by applicable laws, including, without limitation, the Pennsylvania Eminent Domain Code.

**Insurance.** Grantee shall furnish a Certificate from an acceptable insurance company, or its authorized agent, indicating that the Grantee carries acceptable insurance of public liability and property damage in an amount not less than One Million Dollars per person/Two Million Dollars per occurrence for public liability and One Million Dollars for property damage. Workers’ Compensation Insurance shall be provided in the statutory amount by Grantee and Grantee shall determine in advance of any work being performed by any contractors that Worker's Compensation Insurance is maintained. The Grantee shall cause the Grantor to be designated as an additional insured under Grantee's Public Liability coverage which shall be not less than One Million Dollars per person/Two Million Dollars per occurrence minimum rate. The Grantee shall provide the Grantor with a certificate of insurance evidencing the above and Grantee’s insurer shall provide Grantor with Thirty (30) days notice of its intention to modify or cancel Grantee’s insurance. In the event that said notification is received from Grantee’s Insurer, Grantee shall provide the Grantor with a replacement certificate of insurance within the thirty days prior to modification or cancellation the prior insurance policy.

**Entire Agreement.** This Agreement is the entire agreement between the parties hereto pertaining to the rights and privileges contained herein with respect to the Access License and there are no terms, obligations, covenants, representations, statements or conditions, oral or otherwise, expressed or implied, in addition hereto, except for such deeds and other instruments as may be executed and delivered to effectuate the intent hereof.

**Modifications.** Any agreement which shall change, discharge or effect an abandonment or waiver of this Agreement or any term or provision hereof, in whole or in part, shall be void unless such agreement is in writing and signed by both parties hereto.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[SIGNATURES ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties intending to be legally bound, do hereby execute this Agreement the date and year first above written.

HABASIT AMERICA, INC.

By: ____________________________________
Christopher S. Nigon, Vice President, Strategic Operations

CITY OF READING

By: ____________________________________
Vaughn D. Spencer, Mayor
Exhibit “A” Map of the Access License Area
ORDINANCE _________ - 2012

AN ORDINANCE AMENDING THE CITY OF READING CODIFIED
ORDINANCES CHAPTER 4 BUILDINGS PART 1 HISTORIC DISTRICTS BY
ADDING THE HEIGHTS CONSERVATION DISTRICT

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

SECTION 1. Amending the City of Reading Codified Ordinances Chapter 4 Buildings,
Part 1 Historic Districts by adding The Heights Conservation District as attached.

SECTION 2. All other parts of the Ordinance remain unchanged.

SECTION 3. This Ordinance shall be effective in ten (10) days, in accordance with
Charter Section 219.

Passed Council ________________, 2012

_________________________________
Council President

Attest:

_________________________________
City Clerk

(Council Staff/HARB)

Submitted to Mayor: ___________
Date: ___________
Received by the Mayor’s Office: ___________
PART 1  HISTORICAL AND CONSERVATION DISTRICTS

§4-103.  Scope

The Historic Preservation Part of the Codified Ordinances of the City of Reading, Pennsylvania, regulates and restricts the construction, reconstruction, alteration, restoration, demolition or razing of any building, structure, site or object within a designated historic or conservation district, in whole or in part, and prescribes certain procedures relating to the issuance of permits for such properties.

§4-105.  Boundaries

2.  The Conservation District.

   A.  Heights Conservation District.  The Heights Conservation District is hereby created and described verbally as follows:

   All that certain district, tract, area, or piece of land intended to be known as the “Heights Conservation District” as shown on a map bearing the same title, consisting of parcels held in separate ownership generally located between Thirteenth Street and Oak Lane, from Rockland Street southwardly to Hampden Park, situated in the City of Reading, County of Berks, and Commonwealth of Pennsylvania, being particularly bounded and described as follows, to wit:

   Beginning at a point in the centerline of Hampden Boulevard (50 feet wide) at its intersection with the northern property line of 2020 Rockland Street, produced and extended; thence, southwestwardly along the centerline of Hampden Boulevard to its intersection with the centerline of Richmond Street (30 feet wide); thence, southeastwardly along the centerline of Richmond Street to its intersection with the City of Reading boundary line; thence, southwestwardly along the City of Reading boundary line to its intersection with the centerline of Oak Lane (35 feet wide); thence, southwestwardly along the centerline of Oak Lane to the northern property line produced and extended, of 1303 Oak Lane; thence, southeastwardly along the northern property line of 1303 Oak Lane to its intersection with the City of Reading boundary line; thence, southwestwardly along the City of Reading boundary line to its intersection with the southern property line of 1303 Oak Lane; thence, northwardly along the southern property line of 1303 Oak Lane, produced and extended, to a point on the centerline of Oak Lane; thence, southwestwardly along the centerline of Oak Lane to its intersection with the southern property line of 1151 Oak Lane, produced and extended; thence, southeastwardly along the southern property line of 1151 Oak Lane to the southeast property corner of 1151 Oak Lane; thence,
southwestwardly by the approximate bearings and distances of the area of Hampden Park as follows: southwestwardly 531 feet to the intersection of the City of Reading boundary line; thence, southwestwardly 951 feet; thence, westwardly 260 feet; thence, northwardly 678 feet; thence, westwardly 150 feet; thence, southwestwardly 560 feet, produced and extended to a point on the centerline of North Thirteenth Street (50 feet wide), more precisely described in deed book 2108, deed page 1416; thence, northwardly along the center line of North Thirteenth Street to its intersection with Hampden Boulevard; thence, northeasterly along the centerline of Hampden Boulevard to its intersection with the centerline of Robeson Street (35 feet wide); thence, westwardly along the centerline of Robeson Street to its intersection with the western property line of 1100 North Thirteenth Street, produced and extended, such line also being the eastern side of a 15 foot wide alley; thence, northwardly along the same by various courses and distances along the western property lines and their connections of Nos. 1100, 1102, 1104, 1106, 1108, 1110, 1112, 1114, 1116, 1118, 1120, 1122, 1124, 1126, 1128, 1130, 1132, 1134, 1136, 1138, 1140, 1142, and 1164 North Thirteenth Street, produced and extended, to a point on the centerline of Marion Street (35 feet wide); thence, westwardly along the centerline of Marion Street to its intersection with the centerline of North Twelfth Street (35 feet wide); thence, northwardly along the centerline of North Twelfth Street to its intersection with centerline of Perry Street (35 feet wide); thence, eastwardly along the centerline of Perry Street to its intersection with the western property line of 1300 North Thirteenth Street, produced and extended, such line also being the eastern side of a 10 foot wide alley; thence, northwardly along the same by various courses and distances along the western property lines and their connections of Nos. 1300, 1302, 1304, 1306, 1308, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324, 1326, 1328, and 1330 North Thirteenth Street produced and extended; thence, extending northwardly along the same, crossing Pike Street (35 feet wide) and by various courses and distances along the western property lines and their connections of Nos. 1400, 1408, 1410, 1412, 1414, 1416, 1418, 1420, and 1430 North Thirteenth Street produced and extended, such line also being the eastern side of a 15 foot wide alley; thence, extending northwardly along the same, crossing Amity Street (35 feet wide) and by various courses and distances along the western property lines and their connections of 1500, 1502, 1506, 1508, 1510, 1512, and 1518 North Thirteenth Street, such line also being the eastern side of a 15 foot wide alley, produced and extended to a point on the centerline of Union Street (35 feet wide); thence, westwardly along the centerline of Union Street to its intersection with the centerline of North Twelfth Street; thence, northwardly along the centerline of North Twelfth Street to its intersection with the centerline of Exeter Street (35 feet wide); thence, eastwardly along the
centerline of Exeter Street to its intersection with the centerline of North Thirteenth Street; thence, southwardly along the centerline of North Thirteenth Street to its intersection with the centerline of Union Street; thence, eastwardly along the centerline of Union Street to its intersection with the centerline of Palm Street (35 feet wide); thence, northwardly along the centerline of Palm Street to its intersection with the centerline of Bern Street (35 feet wide); thence, northwestwardly along the centerline of Bern Street to its intersection with the centerline of College Avenue (50 feet wide); thence, northeastwardly along the centerline of College Avenue to its intersection with the centerline of North Fourteenth Street (35 feet wide); thence, northwardly along the centerline of North Fourteenth Street to its intersection with the centerline of Rockland Street (50 feet wide); thence, eastwardly along the centerline of Rockland Street to its intersection with the centerline of Palm Street; thence, northwardly along the centerline of Palm Street to the northern property line of 1425 Rockland Street, produced and extended; thence, eastwardly along the northern property lines and their connections of 1425 and 1435 Rockland Street, produced and extended, crossing North Fifteenth Street (35 feet wide); thence, eastwardly along the northern property lines and their connections of 1501 and 1515 Rockland Street, produced and extended, crossing Olive Street (35 feet wide); thence, eastwardly along the northern property lines and their connections of 1525, 1535, 1605, and 1615 Rockland Street, produced and extended, crossing Elder Street (35 feet wide); thence, eastwardly along the northern property lines and their connections of 1625, 2001, and 2020 Rockland Street, produced and extended, to a point on the centerline of Hampden Boulevard, being the place of beginning.

§4-107. Required Permits and Certificates.

2. Certificate of Appropriateness.

   A. Historic Districts

   No permit shall be issued or cause to be issued, for the construction, reconstruction, alteration, restoration, demolition or razing of any building, structure, or premises, in whole or in part, within a designated historic district until a Certificate of Appropriateness has been issued. Such Certificate shall not be limited to work requiring a building permit according to the presently enacted building code, but shall include all work affecting general design, arrangement, texture, material and color of a structure which can be seen from a public street or way. This includes, but is not limited to, the following: painting; sandblasting; chemical cleaning; stucco or other applied textures; replacement or major repair of windows, cornices, trim or other nonstructural elements; signs; and other work affecting any building, structure or premises.
B. Conservation Districts

(1) No permit shall be issued or cause to be issued, for new construction and additions to buildings or structures, including a porch or porch enclosure, that impacts the streetscape within a designated conservation district until a Certificate of Appropriateness has been issued, unless specifically listed as exempt below.

(2) Demolition activity impacting the streetscape, including demolition of any character defining porch, balcony, deck, cornice, dormer or roof, shall require the issuance of a Certificate of Appropriateness, unless specifically listed as exempt below.

(3) The following activities shall not require a Certificate of Appropriateness:
   a. Demolition or construction of any building or structure not visible from a public right-of-way.
   b. Maintenance, repair, or alteration of a building or structure or part thereof.
   c. Installation of appurtenances and accessory elements of a decorative or ancillary nature, regardless of visibility from a public street, including but not limited to the following:
      i. Storm windows and doors, awnings and shutters.
      ii. Signs, banners and flags.
      iii. Downspouts and gutters.
      iv. Flower boxes, light fixtures and mailboxes.
      v. Heating or cooling units, including solar heating fixtures.
      vi. Fences, walls not exceeding four feet in height, gates, arbors and trellises.
      vii. Antennas and satellite dishes.
      viii. Other ancillary or decorative elements.
   d. Demolition of any structure deemed by the Building Official to be in imminent danger of failure or collapse and where the Building Official orders the demolition in order to protect public health, safety and welfare.

§4-111. Reading Board of Historical Architectural Review.

The Board of Historical Architectural Review is hereby created:

A. Membership and Terms.

(1) The Board shall be composed of eleven members, appointed by City Council; one of whom shall be a registered architect, one a licensed real
estate broker, one a person with knowledge of the building trades, one who is either a resident of or owner of property within the Callowhill Historic District, one who is either a resident of or owner of property within the Prince Historic District, one who is either a resident of or owner of property in the Centre Park Historic District, one who is either a resident of or owner of property within the Penn’s Common Historic District, one who is either a resident of or owner of property within the Heights Conservation District, and three who have knowledge of or interest in the preservation of historic buildings and districts.
AMENDING THE CODIFIED ORDINANCE, CHAPTER 11, HOUSING, SECTION 102, DEFINITIONS, BY EXPANDING THE DEFINITION OF A VACANT PROPERTY TO INCLUDE A VACANT PROPERTY FOR SALE, A VACANT PROPERTY UNDERGOING REHABILITATION, A VACANT PROPERTY IN COMPLIANCE WITH THE CITY OF READING CODIFIED ORDINANCES AND A VACATION/SECOND RESIDENCE AS WELL AS ADDING A PENALTY FOR FAILING TO TIMELY REGISTER A VACANT PROPERTY AS ATTACHED IN EXHIBIT A.

The City of Reading City Council Hereby Ordains as Follows:

Section 1. Amending the Codified Ordinance, Chapter 11, Housing, Section 102, Definitions, by expanding the definition of a vacant property to include a vacant property for sale, a vacant property undergoing rehabilitation and a vacation/second residence as well as adding a penalty for failing to timely register a vacant property as attached in Exhibit A.

Section 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

EXHIBIT A

CHAPTER 11

HOUSING – RENTAL

PART 1

RENTAL

§11-102. Definitions.

This section is amended to change or add the following definitions:

ACTIVELY MARKETED FOR SALE – occurs only when a “for sale” sign has been placed on the property with accurate contact information and the owner has done at least one of the following:

1) engaged the services of a licensee under the act of February 19, 1980 (P.L. 15, No 9), known as the Real Estate Licensing and Registration Act, to place the property in a Multiple Listing Service or otherwise market the property;

2) placed weekly or more frequent advertisements in print or electronic media; or

3) distributed printed advertisements.
BUSINESS PRIVILEGE LICENSE - a license issued by the City of Reading Tax Division per City of Reading Codified Ordinance Chapter 24, Taxation, Special, Part 5, Business Privilege Tax, authorizing one to perform business including, for purposes of this Part, renting.

BUSINESS PRIVILEGE TAX - the tax payable to the City of Reading, Division of Tax, per City of Reading Codified Ordinance Chapter 24, Taxation, Special, Part 5, Business Privilege Tax, on, for purposes of this Part, the annual gross receipts derived from rental of a property or unit.

CAPACITY TO RENT - any dwelling unit that is fit for habitation by humans as determinable by applicable Building and Property Maintenance Codes [Chapter 5, Part 6], and is not the owner's primary residence and as is permitted by the City of Reading Zoning Ordinance [Chapter 27].

CODES - any State or local code or ordinance adopted, enacted or in effect in and for the City of Reading including, but not limited to, the International/City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], and City of Reading Property Maintenance Code [Chapter 5, Part 6], Zoning Ordinance [Chapter 27], Recycling and Solid Waste Ordinance [Chapter 20, Part 1], and general nuisance ordinances.

CODES OFFICIAL - a City of Reading employee or authorized agent sworn to enforce the City of Reading Codes and Codified Ordinances.

DISRUPTIVE CONDUCT - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a public officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.

DISRUPTIVE CONDUCT REPORT - a written report of disruptive conduct on a form to be prescribed therefore to be completed by a police officer or a public officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police and Property Maintenance Division.

DWELLING UNIT - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

HABITABILITY - any rental unit, building or dwelling that is suitable for human habitation and that is sanitary and free of vermin infestation and is in compliance with all City of Reading health and code regulations and Codified Ordinances.
HOTEL UNIT - any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than 30 days.

LEASE - see “Rent.”

LET - see “Rent.”

LOCAL RESPONSIBLE AGENT - a person or agency retained or hired by a property owner to operate rental of a premises including, but not limited to, compliance with City of Reading Codified Ordinances and as a local contact.

MULTIPLE DWELLING UNIT - any dwelling containing two or more dwelling units.

OCCUPANT/TENANT - a person renting or letting a rental unit from the owner thereof.

OWNER - any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, County or Municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON - any individual, firm, corporation, association, partnership or entity.

PROPERTY MAINTENANCE DIVISION - a division of the City of Reading administration under the Managing Director charged with enforcing the City of Reading Codified Ordinances governing issues including, but not limited to, housing, property maintenance and trades.

PUBLIC OFFICER - anyone authorized to enforce the City of Reading Codified Ordinances.

QUALITY OF LIFE - issues affecting the manner in which one lives or resides and habitability of a premise as governed by the City of Reading Codified Ordinances.

REGISTRATION - filing of an appropriate application and/or registering a property as a rental unit.

RENT - compensation for providing a shelter or lodging for occupation or habitation by humans to reside, monetary or non-monetary.

RENTAL HOUSING PERMIT - A permit issued by the City of Reading Property Maintenance division per the procedure established by this Chapter and the policies created in accordance therewith.

RENTING - the act of permitting a unit to be used to provide a living arrangement for one or more persons not the owner thereof whether or not for compensation.

RENTAL UNIT - a rooming unit or dwelling unit let for rent, a non-owner occupied rooming or dwelling unit, or a dwelling unit occupied by an owner and additional unrelated individuals. A rental unit shall not include a hotel unit. A rental unit includes dwelling units under lease-purchase agreements or long-term (greater than 6 months) agreements of sale.

RESTITUTION - for the purposes of this Part restitution shall be the amount of the fee due for obtaining of the rental registration.
ROOMING HOUSE - a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT - an individual room within a “Rooming House” as said term is defined herein that is suitable for human lodging or occupancy.

SALES AGREEMENT - a contract for the sale of real estate, including a contract for a deed.

STUDENT - an individual who is enrolled or has made application and been accepted at a university, college or trade school and whose primary occupation is as a student or who is on a semester or summer break from studies at a college, university or trade school or any combination of such persons. The term "student" shall apply to both undergraduate and graduate students alike. The residents of a student home share living expenses and may live and cook as a single housekeeping unit but may also only share access to cooking facilities and not live and cook as a single housekeeping unit.

STUDENT HOME - a living arrangement for at least two students to a maximum of three students (as defined in this Part) unrelated by blood, marriage or legal adoption. The term student home shall not include dormitories, fraternity house or sorority house. The term student home shall be used interchangeable with the term student housing.

STUDENT HOUSING - see “student home.”

TWELVE-MONTH PERIOD - for purposes of this Part 12-month period shall be calculated by counting 12 months back from the most recent disruptive conduct report.

VACANT PROPERTY - A residential or mixed use (residential and other permitted use) property shall be deemed to be a "vacant property" if it is continuously unoccupied by the same individual or basic family unit as a residence from for than ninety (90) days and/or it is unoccupied and has been voluntarily or involuntarily disconnected or suspended from one or more of the following public or private utilities or services: water, natural gas, electric or fuel oil. A vacant property that is actively marketed for sale, a vacant property for rehabilitation, a vacant property that is a vacation/second residence and a vacant property that is code compliant.

ZONING - City of Reading Zoning Ordinance [Chapter 27].

ZONING PERMIT - A permit issued by the City of Reading Zoning Division per the City of Reading Zoning Ordinance [Chapter 27] authorizing and/or registering a unit as a rental.

§11-103. Rental Housing Permit Required.

No person or entity shall let, rent or cause to be occupied any rental unit, building, dwelling or dwelling unit, nor shall any person operate a rooming house, or let to another for occupancy, any room in a rooming house that provides shelter or lodging for human habitation unless that person first applies for, renews and obtains a Rental Housing Permit issued by the City of Reading Property Maintenance Division per the procedure established by this code and policies created thereunder. Occupancy of a dwelling unit or rooming unit is precluded until a Rental Housing Permit has been issued. Rental housing permits are non-transferrable.
§11-104. Application for a Rental Housing Permit.

1. Applications for a Rental Housing Permit for a dwelling unit or a rooming unit shall be made in writing on forms prepared and provided by the City of Reading Property Maintenance Division and shall be accompanied by payment of the applicable fee and a copy of the Deed. Such forms shall require, but shall not be limited to, the following information and shall be signed and sworn to by the owner of such dwelling unit or rooming unit:

   A. The name(s), business addresses, date of birth and telephone numbers, (business and mobile) of all of the owners of the rental unit or rooming unit. If the owner is a corporation, limited liability company, or partnership, a true and correct copy of the articles of incorporation, certificate of organization, statement of registration or partnership agreement, as applicable, shall be provided in conjunction with a document identifying the officers of the corporation or the partners of the partnership.

   B. The name, business address, date of birth and telephone numbers, (business and mobile), of an authorized local agent and/or property manager.

   C. The owner(s) shall submit as proof of identification a government issued identification card. The proof of identification shall be presented to the Property Maintenance Division with the application. Where the owner is a corporation, limited liability company, or partnership, proof of identification of at least one of the officers of the corporation, the managing member or designated member of the limited liability company, or the managing or general partner of a partnership must be presented by said individual.

   D. The address of the premises at which the dwelling unit or rooming unit is located.

   E. Identification of the rental unit as a dwelling unit or rooming unit.

   F. The number of permitted or allowable dwelling units or rooming units located within the building where the dwelling unit or rooming unit is located.

   G. A copy of zoning permit authorizing the dwelling unit or rooming unit as a residential unit shall be attached. The zoning permit attached shall indicate the authorized number of units. If the dwelling unit or rooming unit has been certified as a nonconforming use per the City of Reading Zoning Ordinance [Chapter 27] and applicable State law, then a copy of the certificate of nonconforming use shall be attached. (See §11-104 subsection 2 for special provisions for properties with a valid “Housing Permit” issued prior to December 31, 2007 but lacking valid zoning permits.)

   H. Proof of a valid contract with a trash hauler licensed by the State for trash removal/collection from the property address including the name, address and telephone number of the trash hauler.

   I. Proof of current participation of the property address in the City of Reading recycling program.

   J. A copy of the written lease form the owner intends to have the occupants/tenants of each permitted dwelling unit or rooming unit to execute with a copy of the addendum required herein attached thereto.
K. The owner shall furnish with the Application for Rental Housing Permit photographs of the front and rear exterior of the building for which a permit is requested. The photograph of the front exterior of the building shall contain a visible, identifiable address number appearing thereon. If there are changes subsequently made to the floor plan, the owner shall submit a revised floor plan, drawn to scale, with the next application (for re-issue or renewal) submitted after the changes to the floor plan were made and the same shall be accompanied by copies of all valid permits as required for such revisions.

L. A completed tenant listing on a form prepared and provided by the Property Maintenance Division providing the following information of all persons occupying the building for which the permit is sought, including children under 18 years of age, full name, unit, apartment or floor number/designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Property Maintenance Division with such information and documentation to support such belief as may be reasonably required by the Property Maintenance Division, such disclosure shall not be required. If the unit is not rented at the time of application, the owner shall submit the tenant listing as prescribed above within 30 days of occupancy of the unit and in no event later than the next bi-annual date for such submission as required by this Part.

M. The date of the last inspection of the premises, building or unit with confirmation thereof by the Property Maintenance Division.

N. A place to indicate approval or denial of the application and date thereof as well as and location for print name, signature and title of person approving or denying the application.

2. Special provisions for properties with a valid “Housing Permit” issued prior to December 31, 2007 but lacking valid zoning permits for Multiple Dwelling or Rooming House use.

A. Any property previously registered with the City of Reading Property Maintenance Division and holding a valid “Housing Permit” issued by the Reading Property Maintenance Division prior to December 31, 2007 and has remained current shall be required to apply to the Zoning Administrator for a zoning permit prior to submitting an Application for a Rental Housing Permit. The Zoning Administrator shall make an initial determination as to whether the subject property is located within a zoning district where multi-family rental use is legally permitted as an allowed use or a use previously approved as a Conditional Use pursuant to subsection D of §27-1203 of the Zoning Ordinance, as amended.

(i) If the Zoning Administrator determines that the subject property is located within a zoning district where multi-family rental use is legally permitted in accordance with the foregoing provisions in Subsection A, it will be granted a zoning permit as a legally permitted use under the applicable zoning, subject to subsection B hereunder, and it will be required to comply with all of the provisions of this Chapter and any other applicable chapters as verified upon inspection by the Property Maintenance Division.

(ii) If the subject property had a valid “Housing Permit” as of December 31, 2007 but is determined to be located within a zoning district where multi-family rental use is not legally permitted in accordance with the foregoing provisions in Subsection A, it will be granted a zoning permit as a prior “non-conforming use” by the Zoning Administrator.
within the meaning of subsection B of §27-607 of the Zoning Ordinance and remain eligible for a Rental Housing Permit provided it conforms to the remaining requirements of the City of Reading Codes and Codified Ordinances.

B. The Zoning Administrator shall make a secondary determination as to whether the number of dwelling units present exceeds the number of units previously recorded for the premises in City records. A Rental Housing Permit will be denied until the property is modified to comply with the number of units previously recorded.

C. A zoning permit issued by the Zoning Administrator in accordance with Sections A and B hereinabove shall satisfy the requirements of §11-104. 1. G. and the issuance of a Rental Housing Permit shall be subject to compliance with the remaining provisions of §11-104. 1.

§11-105. Annual Renewal of Rental Housing Permit.

1. Effective January 2, 2012, each Rental Housing Permit shall be renewed by the registrant on or before the 1st of April in each and every calendar year regardless of when the original permit was issued in the previous year. If the 1st of April falls upon a Saturday, Sunday or holiday the deadline shall be the close of business on the next business day. Renewal of a Rental Housing Permit shall be made upon forms prescribed by the Property Maintenance Division and single copies of the same for each property address shall be made available to property owners at no charge. Submission of annual renewal forms shall be accompanied by payment of the specified renewal fee.

2. Annual Rental Housing Permit Renewal forms shall require the owner, in addition to the information specifically required in other provisions of this Chapter, to provide the following: (a) the name and policy number of the insurer providing liability and extended risk insurance coverage for the premises, (b) disclose and/or confirm the number, name and age of residents of dwelling unit in each building and the number of tenants residing in each dwelling unit, (c) the operational status of fire and smoke alarms, the operational status of fire escapes and emergency exits, if applicable, and (d) any changes or alterations to the interior or exterior structural and/or mechanical components or systems of the building or any individual dwelling unit therein including repairs due to casualty loss, since the date of the issue of the Rental Housing Permit or the last renewal thereof, whichever is later. The Annual Permit Renewal forms shall further require the owner to verify that false statements therein made are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

3. Submission of Annual Renewal Forms after the April 1st deadline shall be subject to a surcharge of Three Hundred Dollars ($300) per rental unit for each month or fraction thereof following the said deadline. Said fees and surcharges shall constitute a lien upon the real property and the property owner shall be liable for payment of the same, together with attorneys’ fees, court costs and receipted costs of collection.

4. Failure to submit an Annual Renewal Form as required herein before July 1st in each and every year may result in the immediate revocation of the Rental Housing Permit.

5. In the event of revocation of the Rental Housing Permit, the property owner must file an Application for Reinstatement upon a form prescribed by the Property Maintenance Division and the filing of said application shall be accompanied by payment of all outstanding fees and surcharges.

6. Notwithstanding the filing of an Application for Reinstatement nothing herein shall prevent the City of Reading from undertaking legal action to enforce any other provision of the City of Reading
Codified Ordinances, including action to enjoin any continued occupancy of the property by tenants residing therein and/or action to abate any nuisance, dangerous condition or other threat to the health and safety of the tenants residing therein or the general public.

7. In the event the Rental Housing Permit is revoked for a property that was previously approved for multi-family rental housing but designated a non-conforming use by the Zoning Administrator, failure of the owner to file an Application for Reinstatement of a Rental Housing Permit within six months of the date of revocation of the Rental Housing Permit as provided herein shall, in the absence of any showing of reasonable excuse or good cause, be considered an “abandonment” of such use in accordance with the provisions of §27-607 F and G of the Zoning Ordinance. The burden of proving reasonable excuse or good cause for a failure to file an Application for Reinstatement shall rest solely upon the property owner and the determination of the same can only be made upon a majority vote of City Council.

§11-106. Denial of Application for a Rental Housing Permit.

1. A Rental Housing Permit shall not be issued or renewed to any applicant if said rental unit, building or dwelling is not in compliance with the City of Reading Codified Ordinances including, but not limited to, City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1] and Zoning Ordinance [Chapter 27], or has failed an inspection, is in pending litigation for violations of the aforesaid Codified Ordinances or has been declared uninhabitable and/or condemned by the appropriate authority with jurisdiction.

2. The City may deny an application for a Rental Housing Permit if the applicant (or in the case of a corporate or similar entity, its owners or affiliates) has a demonstrable history on three or more occasions of failing to address cited code violations, including lack of utilities, that present immediate threats to human health and safety within the compliance period specified by the Property Maintenance Division, currently has unresolved codes violations, or has any tax delinquencies.

3. The City of Reading Property Maintenance Division is hereby authorized to placard and condemn a property for which a Rental Housing Permit has not been obtained from the Property Maintenance Division as required by this Part. Such action shall require the immediate vacation of the property or vacation within a specific and reasonable period of time as determined by the Property Maintenance Division in the exercise of its discretion.

§11-107. Revocation of a Rental Housing Permit.

1. The City of Reading Property Maintenance Division shall, have the authority to revoke or suspend the Rental Housing Permit of any rental unit, building, rooming house, or dwelling that it determines within the reasonable exercise of its discretion to be uninhabitable by humans, and in noncompliance with the City of Reading Codified Ordinances including, but not limited to, City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1] and Zoning Ordinance [Chapter 27], or has failed an inspection. A Rental Housing Permit may also be
revoked if it is determined that the permit was issued upon material misrepresentations, errors or omissions set forth in the application for original issue renewal as applicable.

2. The City may revoke a Rental Housing Permit if the applicant (or in the case of a corporate or similar entity, its owners or affiliates) has a record of chronic codes violations, currently has unresolved codes violations, or has any tax delinquency.

3. A notice of a revocation of a Rental Housing Permit shall set forth the reason for the revocation and shall be provided in writing to the last known owner of record.


1. It shall be the duty of each owner of a dwelling unit or rooming unit to notify the Property Maintenance Division of any change in ownership of the property by providing a copy of the new deed with a Certificate of Transfer affixed thereto in compliance with the requirements of § 4-303 of Chapter 4 of the City of Reading Codified Ordinances, as amended.

2. A Rental Housing Permit issued hereunder does not attach to the real estate title and does not pass or transfer to any person or entity who acquires ownership of the property upon which the dwelling unit or rooming unit is situated. The prospective new owner of a property upon which rental housing is permitted shall submit a completed application for a new Rental Housing Permit to the Property Maintenance Division no later than 30 days prior to date scheduled for final closing and transfer of title. Said application for a new Rental Housing Permit shall be compliant with the applicable rules set forth in this Chapter and issuance of a new Rental Housing Permit shall be further conditioned upon inspection of the premises by the Property Maintenance Division and a determination of compliance of the premises with the applicable requirements of the City of Reading Codified Ordinances.

3. Any owner of a rental unit governed by this Part who relocates or changes mailing address shall file written notice of the same with the Berks County Assessment Office and the City of Reading Property Maintenance Division within ten (10) days of such relocation or change in mailing address. Failure to provide such notice shall result in the imposition of a $150 penalty, which shall be payable within 15 days from the date of imposition.

4. The failure of a new owner or prospective new owner to make timely application for a new Rental Housing Permit as provided hereinabove shall result in the imposition of non-compliance surcharge of $1,000 per unit to the application fee. In addition, written notice of non-compliance shall be mailed to the new owner by first class and certified mail, return receipt requested, as well as by posting written notice in the form of a placard on the front entrance of the subject property. Said notice of non-compliance shall advise the owner of the non-compliance surcharge and the requirement to submit the Rental Housing Permit application within 15 day from the date of the date of mailing and posting. Failure to submit a complete application within the prescribed time shall result in the assessment of a continuing non-compliance surcharge of $300 per unit per month or portion thereof until such time as a complete application for a required Rental Housing Permit is received by the Property Maintenance Division. Said surcharges shall constitute a lien upon the real property and the property owner shall be liable for payment of the same, together with attorneys’ fees, court costs and receipted costs of collection.

5. Upon payment of the fees and surcharges set forth in subsection 4 above, a property owner may make written request to the Director of the Department of Community Development for: (a) review of any fees or surcharges (including the calculation thereof) imposed upon a finding of non-compliance, or (b) for a separate administrative hearing to challenge or dispute a finding of non-compliance and/or the
calculation of any fees or surcharges imposed as a result thereof. The Director of the Department of Community Development or his designee shall conduct any requested review of fees and surcharges. In the event an administrative hearing is requested the request shall be accompanied by a deposit of $500 as security for the payment of costs in the event findings and calculations by the Property Maintenance Division is affirmed. The administrative hearing shall be conducted by one of the independent hearing officers separately appointed by City Council to conduct hearings for conditional use applications in rental housing matters. The assignment of an independent hearing officer in response to the request shall be made by the City Clerk. The property owner will be notified in writing of the administrative hearing date, which shall be within 30 days of the request, and a written statement of findings of facts and conclusions of law shall be issued by the hearing officer within 15 days of said proceeding. The unexcused failure of the owner to appear for said hearing will result in the denial and dismissal of the challenge or dispute. The cost of the administrative hearing shall be borne by the City in the event the findings and calculations by City personnel are not fully affirmed.

§11-109. Inspection.

1. **Initial Inspection.**

   A. If an initial application inspection is required pursuant to the provisions of this Chapter upon receipt of a fully completed application for a Rental Housing Permit and receipt of payment of the applicable fee the Property Maintenance Division shall within 10 days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than 30 days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the City inspector performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the inspector shall so advise the owner and report the same in writing to the City of Reading Property Maintenance Division. Upon receipt of such written report of compliance and a determination that all other requirements have been met the Property Maintenance Division shall issue the Rental Housing Permit.

   B. In the event the City’s inspector determines that the dwelling unit or rooming unit is in violation of one or more of the applicable provisions of the City of Reading Codes and Codified Ordinances, the Property Maintenance Division shall be instructed not to issue the Rental Housing Permit. Additionally, the City Official shall issue a notice of violation as provided in the appropriate Code. Further, if the violation is not corrected within the time frame established on the notice of violation the City Official shall commence the appropriate legal proceedings as permitted by the applicable Code. The owner shall notify the Property Maintenance Division of correction, remediation and/or abatement of the violation. Within 10 days of receipt of said notification from the owner, the Property Maintenance Division shall schedule a re-inspection of the dwelling unit or rooming unit to determine if the violations set forth in the notice of violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Property Maintenance Division and in so doing authorize issuance of the Rental Housing Permit. Occupancy of the dwelling unit or rooming unit is prohibited until a Rental Housing Permit is issued.

2. **Renewal Inspections**
A. An inspection of a rental unit as defined in this Chapter shall be performed by Property Maintenance Division if necessitated by reported changes to a rental unit on the Annual Rental Housing Permit Renewal form or, in the absence of reported changes, on a revolving basis not less than every 2 years nor more than 5 years from the date of last inspection pursuant to the City of Reading Rental Property Inspection Program.

B. If the Property Maintenance Division Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner, make the appropriate entry in the official records for the said property maintained by the Property Maintenance Division and issue an official certificate of compliance.

C. In the event the Property Maintenance Division Official performing the inspection determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Property Maintenance Division shall withhold the renewal of the Rental Housing Permit until the violations are corrected and the property is determined to be in compliance with the applicable Codes and Codified Ordinances. In addition, the City Official shall issue a Notice of Violation as provided for in the applicable provision of the Code and Codified Ordinances. Failure of the property owner to correct the specified violations within the time frame established on the Notice of Violation shall result in the revocation of the Rental Housing Permit and an authorized City Official shall commence the appropriate legal proceedings to enforce the applicable Code and Codified Ordinances including but not limited to action to vacate the dwelling unit or rooming unit as operation thereof is prohibited without a valid Rental Housing Permit. Nothing herein shall prevent the City from taking any other action authorized by §11-122 of this Chapter. In the event the property is vacated as a result of an order from the City Official it shall remain vacated until the Codes Official determines that the violations have remedied, corrected and/or abated. The owner shall notify the Property Maintenance Division of correction, remediation and/or abatement of the violation. Within 10 days of receipt of said notification from the owner, the Property Maintenance Division shall schedule a re-inspection of the dwelling unit or rooming unit to determine if the violations set forth in the notice of violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Property Maintenance Division and in so doing authorize issuance of the Rental Housing Permit.

3. Routine Inspection. The Property Maintenance Division shall perform routine inspections on all dwelling units and rooming units subject to the provisions of the applicable City of Reading Codes and Codified Ordinances.

4. Complaint Inspections. Nothing in this Part shall preclude the Property Maintenance Division/Code Official from performing an inspection upon receipt of a complaint of violation of the City of Reading Codes and Codified Ordinances existing at the dwelling unit or rooming unit. Said inspections shall be in accord with the applicable Codes and Ordinances and regulations and policies established by the City of Reading Property Maintenance Division. A complaint of violation shall include but not be limited to a violation of a City of Reading Code or Ordinance, e.g., Property Maintenance Code [Chapter 5, Part 6] and/or disruptive conduct report.

5. Search Warrant. If any owner, occupant or other person in charge of a structure subject to the provisions of this Part refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to every part of the structure or premises where inspection authorized by this Part is sought, the
administrative authority, Property Maintenance Division, shall promptly apply for an administrative search or inspection warrant to a court of competent jurisdiction and shall supply all necessary affidavits and testimony to indicate that there is a reasonable or probable cause to conduct an inspection.

6. **Notice.** All notices scheduling an inspection shall be mailed via regular mail to the owner of record with a copy mailed via regular mail to the local responsible agent.

7. **Failure to Appear for Inspection.** If the owner or authorized agent cannot be available at the proposed time, said owner or authorized agent, shall provide no less than 24-hour written notice to the Property Maintenance Division. Upon failure to give such written notice or upon failure to gain entry, an administrative fee of $150 will be assessed against the owner failing to supply written notice or appear. If the property owner or authorized agent fails to appear for the second scheduled inspection an administrative fee of $250 will be assessed against the property owner. If the property owner or authorized agent fails to appear for the third scheduled inspection, the Property Maintenance Division shall assess an administrative fee of $400 and may placard the subject property and/or promptly seek an administrative search or inspection warrant from a court of competent jurisdiction by supplying all necessary affidavits and testimony in support thereof.

§11-110. Rental Housing Permit.

Upon compliance by the owner of the dwelling unit or rooming unit of the requirements of this Part, the City of Reading Property Maintenance Division shall issue a Rental Housing Permit on an official form containing the letterhead of the City of Reading Property Maintenance Division and a facsimile of the Official Seal which shall include but not be limited to the following:

A. Name, mailing address and telephone number (business and mobile) of owner.

B. Name, mailing address and telephone numbers (business and mobile) of local authorized agent.

C. Number of dwelling units-permitted

D. Date of last application inspection.

E. Date of last inspection.

F. A place for date and initials of Code Official indicating performance of a routine or complaint inspection and whether or not violations were found.

G. Date of issuance of permit.

H. Date of required renewal of permit.

I. Printed name of person issuing permit.

§11-111. Posting of the Rental Housing Permit.

The Rental Housing Permit or an identical, clear and legible photocopy thereof shall be conspicuously posted and maintained in the front entryway, vestibule or other main entrance area of the dwelling unit or
rooming unit so that the same is visible and observable from outside the building at the front of the property by City Code, Property Maintenance Division, or emergency personnel.

§11-112. Reserved.

§11-113 Occupation of Premises Without Rental Housing Permit.

1. Prohibition. It shall be unlawful for the owner of any dwelling unit or rooming unit or any agent thereof to allow, rent, lease or let or otherwise permit occupancy of any dwelling unit or rooming unit by another or to represent to the general public that such dwelling unit or rooming unit is for rent, lease, let or occupancy unless a current Rental Housing Permit is obtained for such dwelling unit or rooming unit.

2. Surcharge. In the event an authorized City official determines that a dwelling or rooming unit is being occupied unlawfully under this Chapter a non-compliance surcharge of $1,000 per unit shall be imposed to the application fee and written notice of non-compliance shall be mailed to the owner by first class and certified mail, return receipt requested, as well as by posting written notice in the form of a placard on the front entrance of the subject property. Said notice of non-compliance shall advise the owner of the non-compliance surcharge and the requirement to submit the Rental Housing Permit application within 15 days from the date of the date of mailing and posting. Failure to submit a complete application within the prescribed time shall result in the assessment of a continuing non-compliance surcharge of $300 per unit per month or portion thereof until such time as a complete application for a required Rental Housing Permit is received by the Property Maintenance Division. Said surcharges shall constitute a lien upon the real property and the property owner shall be liable for payment of the same, together with attorneys’ fees, court costs and receipted costs of collection.

3. Review and Hearing. Upon payment of the fees and surcharges set forth in subsection 2 above, a property owner may make written request to the Director of the Department of Community Development for: (a) review of any fees or surcharges (including the calculation thereof) imposed upon a finding of non-compliance, or (b) for a separate administrative hearing to challenge or dispute a finding of non-compliance and/or the calculation of any fees or surcharges imposed as a result thereof. The Director of the Department of Community Development or his designee shall conduct any requested review of fees and surcharges. In the event an administrative hearing is requested the request shall be accompanied by a deposit of $500 as security for the payment of costs in the event findings and calculations by the Property Maintenance Division is affirmed. The administrative hearing shall be conducted by one of the independent hearing officers separately appointed by City Council to conduct hearings for conditional use applications in rental housing matters. The assignment of an independent hearing officer in response to the request shall be made by the City Clerk. The property owner will be notified in writing of the administrative hearing date, which shall be within 30 days of the request, and a written statement of findings of facts and conclusions of law shall be issued by the hearing officer within 15 days of said proceeding. The unexcused failure of the owner to appear for said hearing will result in the denial and dismissal of the challenge or dispute. The cost of the administrative hearing shall be borne by the City in the event the findings and calculations by City personnel are not fully affirmed.

§11-114 Owner and Occupant Duties.

1. Owner's Duties.
A. It shall be the duty of every owner and operator, authorized agent or manager to keep and maintain all rental units in compliance with all applicable codes and provisions of all applicable State laws and regulations and local ordinances, and to keep such property in good and safe condition and to be aware of, and to act to eliminate disruptive conduct in such rental units.

B. It shall be unlawful for any person or entity to conduct or operate or cause to be rented either as owner, operator, responsible agent or manager any rental unit within the City of Reading without a valid and current Rental Housing Permit.

C. It shall be the responsibility of every owner, operator, authorized agent or manager to employ policies and manage the rental units under his/her control in compliance with the provisions of this Chapter, the City Codes and Codified Ordinances and applicable State laws.

2. Tenant/Occupant Duties

A. The occupant(s) shall comply with all obligations imposed unto by this Part and by the City of Reading Codified Ordinances including, but not limited to, Chapter 2, Animals, Chapter 3, Bicycles, Chapter 5, Code Enforcement, Part 6, Property Maintenance Code, Chapter 6, Conduct, Chapter 10, Health and Safety, Chapter 15, Motor Vehicles and Traffic, Chapter 20, Solid Waste, and Chapter 21, Streets and Sidewalks, as well as all State laws and regulations.

B. The occupant(s) shall conduct themselves and require other persons including, but not limited to, guests on the premises and within their rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.

C. The occupant(s) shall not engage in, nor tolerate, nor permit others on the premise to cause damage to the rental unit or engage in disruptive conduct, or other violations of this Part, City Codes or applicable State laws.

D. Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed.

§11-115. Owners Jointly and Severally Responsible.

If any regulated dwelling unit or rooming unit is owned by more than one person, in any form of joint tenancy, as a partnership, corporation or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Part and shall be severally subject to prosecution for the violation of this Part.

§11-116 - Fees for Rental Housing Permit
1. **Fee Schedule**

Fees required for an application for, and annual renewal of, a Rental Housing Permit and vacant property registration, as well as inspection-related and other applicable fees shall be established by City Council and included on the City’s fee schedule.

2. **Waiver of Fees**

   The permit fees established in subsection (1) above shall be waived if the owner or operator, or the spouse, son daughter, mother father, sister or brother of the owner or operator, occupy the units.

§11-117 - Vacant Property Registration and Penalty

1. A property that is a "vacant property" as defined in §11-102 herein shall be registered by the property owner or authorized agent with the City of Reading Property Maintenance Division on a Vacant Property Registration form prescribed by the Property Maintenance Division.

2. The registration of a vacant property with the Property Maintenance Division shall be required within 10 days of the subject property becoming a "vacant property" as provided herein and shall be accompanied by the payment of the applicable annual registration fee except that no fee is required for a vacant property actively marketed for sale or a vacation/second residence.

3. Each and every property registered as vacant property pursuant to the provisions herein shall be subject to inspection and verification by the Property Maintenance Division at any time during the original registration period or during any period of renewal thereof.

4. Vacant property registrations shall be valid for not more than 180 days a period of one year and are required to be renewed on or before 180 days the end of the year on a form prescribed by the Property Maintenance Division. Payment of the applicable registration renewal fee as per the City of Reading Fee Schedule shall be required at the time of renewal.

5. Any change in the structural condition or integrity of a vacant property shall be reported in writing to the Property Maintenance Division within 7 days of such change.

6. Nothing herein shall prohibit a property owner from voluntarily registering a property as a vacant property prior to the expiration of 90 day-period of non-occupancy.

7. **Failure to register a property as vacant as defined herein will render said property as an illegal unit and subject to the same penalties as outlined in §11-113 Occupation of Premises Without Rental Housing Permit.**

§11-118 Tenant Information.
1. In addition to supplying information of the tenants of the dwelling unit or rooming unit on the initial or renewal application for a Rental Housing Permit the owner, on or before April 1 and September 1 of each year, shall provide to the City of Reading Property Maintenance Division on a form prepared and provided by said Division information of all tenants or other persons, including children under 18 years of age, occupying the dwelling unit or rooming room for which they are required to have a Rental Housing Permit, the full name, unit, floor or apartment number/designation and term of lease, date of entry and anticipated departure date. Landlord shall further indicate on said form if the dwelling unit or rooming unit is student housing and if said tenants are students.

2. The owner shall notify the City of Reading Property Maintenance Division of changes in the tenant listing within 10 days of such change by submitting an updated tenant listing on the form prepared and provided by the Property Maintenance Division. In so doing, the owner shall notify the City of the name of the person who is no longer residing at the dwelling unit or rooming unit.

3. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Property Maintenance Division with such information and documentation to support such belief as may be reasonably required by the Property Maintenance Division, such disclosure shall not be required.

4. Failure to provide the required information or failure to update such information as required by this Part are hereby made subject to the penalties set forth in this Part.


All official notices, excluding notice of inspection, including, but not limited to, notices of violation relating to a dwelling unit or rooming unit shall be mailed to or personally served on the owner with a copy to the registered, authorized agent. All official notices, excluding notice of inspection which shall be in the manner set forth herein, shall be by first class mail to the address of record of the owner and registered, authorized agent and posting of the dwelling unit or rooming unit. The address of record of the owner shall be that provided to the Property Maintenance Division and in the absence of the same the address provided by the County of Berks. Any owner change of address must be performed through the County of Berks Assessment Office. The address of record of the authorized agent shall be that provided by the owner on the most recent permit application. It is the responsibility of the owner to change the address thereof or the identity or address of the authorized agent per the requirements hereof. There shall be a rebuttable presumption that any notice required to be given under this Part shall have been received by owner and/or local responsible agent if the notice was given in the manner provided. A claim of lack of knowledge by the owner of any violation hereunder or City of Reading Codes shall not be a defense to license nonrenewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such action were given and deemed received in accord with the applicable provisions of this Part.

§11-120. Placarding and Condemnation

The City of Reading Property Maintenance Division is hereby authorized to placard and condemn thereby requiring the immediate vacation, or within the discretion of the Property Maintenance Division, vacation within a specific and reasonable amount of time for vacation of a property that is being rented and for
§11-121. Disruptive Conduct.

1. **Investigation and Report of Disruptive Conduct.** Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a Disruptive Conduct Report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed form. A copy of the Disruptive Conduct Report shall be given or mailed to the occupant and mailed to the owner within 10 working days of the occurrence of the alleged disruptive conduct.

2. **Appeals.** The occupant and/or owner shall have 10 working days from the date of receipt of a Disruptive Conduct Report to appeal the contents of said Disruptive Conduct Report. The appeal shall be made in writing and submitted to the Administrator of the Property Maintenance Division. An appeal of the second disruptive conduct report within a 12-month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the second Disruptive Conduct Report.

3. **Eviction.** After two disruptive conduct incidents in any 12-month period by an occupant documented by Disruptive Conduct Reports, the owner shall have 10 working days from the date of the written notice to begin eviction proceedings against the occupant(s) and pursue the same through any appeal to the Berks County Court of Common Pleas if reasonably requested by the Property Maintenance Division. This subsection is not intended to limit or inhibit the owner's right to initiate eviction action.

4. **Suspension or Revocation of Rental Housing Permit.** Failure of an owner or local authorized agent to take action required in subsection (3) above will result in the commencement of the process to suspend a Rental Housing Permit in accordance with per the process established herein, notwithstanding any other requirements therefore.

5. **Reinstatement of Rental Housing Permit.** The rental unit involved shall not have its Rental Housing Permit reinstated until the applicable reinstatement fee is paid and the disruptive occupants have been evicted, the Housing Board of Appeals has ruled in the occupant's favor, the Housing Board of Appeals has ruled in the owner's favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court thereby preventing their eviction. Notwithstanding this subsection, if there are violations assessed against the owner per the provisions of this Part which require suspension or revocation, a Rental Housing Permit shall not be reinstated until compliance with the requirements therefore have occurred.

6. **Report Against All Occupants.** The content of the disruptive conduct report shall count against all occupants of the rental unit. The content of the disruptive conduct report shall not count against all occupants of the rental unit if the complaint is initiated by one of the rental unit occupants. More than one Disruptive Conduct Report filed against the occupants of a rental unit in a 24-hour period shall count as a single disruptive conduct report for the purpose of the preceding subsection.

7. **Maintenance of List of Disruptive Conduct Report Tenants and Occupants and Evicted Occupants.** The Codes Enforcement Office shall maintain a list of the names of all occupants and tenants against whom a Disruptive Conduct Report is issued as a result of this Part. The Property Maintenance Division...
Division shall also maintain a list of all occupants and tenants evicted as a result of this Part. The names shall remain on the list for a period of 5 years.

8. **Appeals.** Any person aggrieved by any decision of a police officer or public officer in regard to a Disruptive Conduct Report or the revocation of a Rental Housing Permit resulting therefrom may appeal to the Housing Board of Appeals. Such appeal must be filed with the appropriate fee with the Administrator of the Property Maintenance Division in writing, within 10 working days from the date of receipt of the disruptive conduct report or notice of revocation.

§11-122. Housing Board of Appeals.

1. **Appeals.** Any person aggrieved by any decision of a police officer or public officer in regard to a disruptive conduct report or the suspension, nonrenewal, denial or revocation of a Rental Housing Permit may appeal to the housing Board of Appeals. Such appeal must be filed, in writing, with the Administrator of the Property Maintenance Division, with the appropriate filing fee within 10 working days from the date of receipt of the disruptive conduct report or notice of revocation.

2. **Organization.**

   A. **Membership.** The Housing Board of Appeals shall be a body of seven members consisting of: the Managing Director or his/her designee who shall serve as Chairperson; a Councilperson, Administrator of the Property Maintenance Division or their designee; the Chief of Police or his/her designee; an owner of a rental unit(s) in Reading; an occupant of a rental unit residing in the City of Reading; and a member of a community group recognized by the City of Reading.

   B. **Alternates.** There shall be three alternate members: an owner, an occupant of a rental unit residing in the City of Reading and a member of a community group recognized by the City of Reading.

   C. **Appointment.** All members of the Board shall be appointed by the Mayor with the advice and consent of the Council of the City of Reading, with the exception of the Council Member, who shall be appointed by the Council President.

   D. **Term.** A member or alternate member shall serve a term of not more than 3 years from the time of appointment or reappointment or until his/her successor shall take office. Members and alternates of the initial board shall be appointed to staggered terms of 1, 2 and 3 years.

   E. **Powers of Designee and Alternates.** Designees and alternate members may be requested to attend meetings in absence of a regular member and shall have all the powers of a regular member at such meetings.

   F. **Oaths and Subpoenas.** The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by the parties.

   G. **Quorum and Majority Vote.** Four members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.
H. **Removal of Members.** Any member may be removed for misconduct or neglect of duty or for other just cause by a majority vote of Council taken after the member has received 15 days advance notice of the intent to take such vote. Failure of a member to attend three consecutive regular meetings of the Board will constitute grounds for immediate removal from the Board by City Council. Failure of a member to attend at least 50% of the regular meetings of the Board in a calendar year will constitute grounds for immediate removal from the Board by City Council. The Chairperson of the Board shall inform the City Clerk in writing when a member has failed to comply with this attendance policy. Following such notification, City Council may vote to remove the member and seek applicants to fill the vacant position.

3. **Powers.** The Board shall have the following powers:

A. **Promulgate Rules and Regulations.** To adopt and administer the rules of procedure regarding its organization, officers (except the Chairperson), times and places of meetings, conduct of meetings and other legal procedures relating to the hearing and determination of appeals and other matters within the Board's jurisdiction.

B. **Hear and Decide Appeals.** To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the police officer or public officer in the enforcement of the provisions of this Part.

C. **Grant Modification or Variance.** To modify any notice of violation or order and to authorize a variance from the terms of this code when because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code.

D. **Grant Extension of Time.** To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code [Chapter 5, Part 6] and other applicable sections of the City of Reading Codified Ordinances of any order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period.

E. **Timeliness.** In exercising the above-mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall file its decision within 10 working days after the appeal hearing.

F. **Oaths and Subpoenas.** The Board shall have power to administered oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by parties.

G. **Authority.** The Board may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and, to that end, shall have all the powers of the police officer or public officer; provided, however, that the Housing Board of Appeals, in its determination, shall be bound by this Part and shall not ignore the clear provisions and intent of this Part.

5. **Effect of Appeals.** Any decision or order issued under, per and in accord with this Part, shall be held in abeyance upon the timely filing of an appeal thereof with the Housing Board of Appeals. Said abeyance shall include, but not be limited to, revocation, suspension, denial or nonrenewal of a Rental Housing Permit until the appeal is resolved. An appeal of the two disruptive conduct reports within a 12-
month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the second disruptive conduct report.

6. **Enforcement upon Resolution of Appeal of Housing Board.** If this appeal is of a second disruptive conduct report and the decision of the police officer or public officer has been affirmed, within 10 working days and time for compliance as required by the decision of the Housing Board of Appeals, the public officer shall re-inspect to determine compliance as to whether the occupant has voluntarily moved from the premises or the owner has initiated eviction proceedings. If, when so required by a second disruptive conduct report, the occupant has not voluntarily moved or the owner has not initiated eviction proceedings, and for compliance as required by the decision of the Board has expired, the public officer shall institute revocation of the Rental Housing Permit pursuant to the provisions set forth in this Part.

§11-123. Appeal to Court of Common Pleas.

Any person, including the police officer or public officer for the City, aggrieved by any decision of the Housing Board of Appeals, may appeal to the Court of Common Pleas of Berks County. Such appeal shall be made by a duly verified petition in accord with the Pennsylvania Rules of Civil Procedure and shall set forth the factual and legal basis upon which the decision of the Board is alleged to be incorrect or illegal, in whole or in part. Said petition shall be filed with the Court of Common Pleas within 30 days after service of the decision. Notice of the appeal shall be served upon all parties to the appeal before the Housing Board of Appeals, including the Board and City of Reading, at the time of its filing. An appeal to the Court of Common Pleas of a decision of the Housing Board of Appeals shall not hold automatically stay enforcement of the Board’s decision.

§11-124. Share Information.

The City of Reading Property Maintenance Division is authorized to share any and all information obtained under this Code with the other Departments and Divisions of the City of Reading.

§11-125. Compliance with Other City of Reading Ordinances

Every owner of every dwelling, in addition to the provisions set forth herein, shall comply with the provisions (sections) of all other applicable City Ordinances including, but not limited to, the International/City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1], and Zoning Ordinances [Chapter 27].
AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, CODIFIED ORDINANCES, RELATED TO THE PROPERTY MAINTENANCE DIVISION OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT VACANT PROPERTY REGISTRATION.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The Codified Ordinances of the City of Reading, Berks County, Pennsylvania, Fee Schedule, shall be and is hereby amended to include a fee for vacant property registration and shall read as follows:

<table>
<thead>
<tr>
<th>Permit Fee</th>
<th>Current Fee</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacant Property Registration Fee</td>
<td>$0</td>
<td>$100</td>
</tr>
<tr>
<td>Annual Vacant Property Registration Fee</td>
<td>$0</td>
<td>$100</td>
</tr>
</tbody>
</table>

SECTION 2: All other items, parts, sections, etc. of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, which are contrary to the amendment set forth above in Section 1 are hereby repealed; otherwise, all other items, parts, sections, etc. of said Code shall remain in effect unchanged and likewise are ratified.

SECTION 3: This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted______________________, 2012

_________________________________
President of Council

Attest:

_________________________________
City Clerk

Submitted to Mayor: ___________
Date: ___________

Received by the Mayor's Office: ___________
Date: ___________

Approved by Mayor: ___________
Date: ___________

Vetoed by Mayor: ___________
Date: ___________
TO: Members of City Council
FROM: Christian F. Zale
Acting Director of Administrative Services & City Controller
PREPARED BY: Christian F. Zale
Acting Director of Administrative Services & City Controller
MEETING DATE: June 11, 2012
AGENDA MEMO DATE: June 7, 2012
RECOMMENDED ACTION: Fund Transfer

BACKGROUND:
Trash and recycle bills are issued quarterly and annually (July), respectively; while expenditures occur throughout the year. Because of this “timing” difference, the Trash/Recycle Fund does not have enough money to pay for expenses during the first nine months of the year.

BUDGETARY IMPACT:
None

PREVIOUS ACTION:
None

RECOMMENDED BY:
Acting Director of Administrative Services and Controller

RECOMMENDED MOTION:
Approve the request.
AN ORDINANCE REQUESTING AUTHORIZATION TO TRANSFER FUNDS FROM THE GENERAL FUND TO THE TRASH/RECYCLE FUND.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Authorizing the transfer of $1,500,000.00 from the General Fund (01) to the Trash/Recycle Fund (56). Since trash bills are issued quarterly and the recycle bills are issued annually (July), and operating expenditures occur throughout the year; cash flow becomes a challenge in the first half of the year to pay trash and recycle expenses. A temporary transfer from the General Fund helps alleviate this issue. Upon cash receipt of payments for the trash and recycle bills, the Trash/Recycle Fund will reimburse the General Fund; the $1,500,000.00 should be repaid before the end of 2012. This activity will be reported during the monthly council finance committee meeting.

SECTION 2. This ordinance shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted ________________________, 2012

____________________________________
President of Council

Attest:

________________________________________
City Clerk

Submitted to Mayor: ___________________________

Date: ___________________________

Received by the Mayor’s Office: ___________________________

Date: ___________________________

Approved by Mayor: ___________________________
AN ORDINANCE AMENDING THE 2012 CITY OF READING FULL TIME POSITION ORDINANCE BY DECREASING THE NUMBER OF CHIEF CLERKS, DECREASING THE NUMBER OF PROPERTY MAINTENANCE INSPECTORS, AND INCREASING THE NUMBER OF PROPERTY MAINTENANCE SPECIALISTS WITHIN THE COMMUNITY DEVELOPMENT DEPARTMENT, CODES DIVISION.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

Section 1. Amending the City of Reading 2012 Full-time Position Ordinance as follows:

- Decreasing the number of Property Maintenance Chief Clerks by one (1), to a total of zero (0); and
- Decreasing the number of Property Maintenance Inspectors by one from twenty-one (21), to a total of twenty (20); and
- Increasing the number of Property Maintenance Specialists by one (1), to a total of three (3).

Section 2. All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended as above shall remain in full force and effect.

Section 3. This ordinance shall become effective ten (10) days after its adoption, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted______________________, 2012

_______________________________
President of Council

Attest:

_______________________________
City Clerk
(Law)

Submitted to Mayor: ___________
Date: ___________
Received by the Mayor’s Office: __________
Date: ____________

Approved by Mayor: __________
Date: ____________

Vetoed by Mayor: __________
Date: ____________
AN ORDINANCE OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE A SERIES OF FEDERALLY-TAXABLE GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FIFTEEN MILLION DOLLARS ($15,000,000) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, 53 PA.C.S. CHAPTERS 80-82, AS AMENDED, REENACTED AND SUPPLEMENTED, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT (THE “ACT”); FINDING THAT A PRIVATE SALE BY NEGOTIATION IS IN THE BEST FINANCIAL INTERESTS OF THE CITY; DETERMINING THAT SUCH BONDS SHALL EVIDENCE NONELECTORAL DEBT OF THE CITY; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS FOR CERTAIN PROJECTS OF THE CITY WHICH INCLUDE THE FOLLOWING: (1) THE CURRENT REFUNDING OF THE CITY’S OUTSTANDING FEDERALLY-TAXABLE GENERAL OBLIGATION VARIABLE RATE DEMAND BONDS, SERIES E OF 2008; AND (2) PAYING THE COSTS AND EXPENSES OF ISSUANCE OF THE BONDS; SETTING FORTH THE REASONABLE ESTIMATED USEFUL LIVES OF THE CAPITAL PROJECTS THAT ARE TO BE REFINANCED BY THE BONDS; ACCEPTING A PROPOSAL FOR THE PURCHASE OF SUCH BONDS AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH BONDS, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THE CITY; FIXING THE DENOMINATIONS, DATED DATE, INTEREST PAYMENT DATES, MATURITY DATES, INTEREST RATES, REDEMPTION PROVISIONS, MANDATORY REDEMPTION PROVISIONS (IF APPLICABLE) AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; AUTHORIZING SPECIFIED OFFICERS OF THE CITY TO CONTRACT WITH THE PAYING AGENT FOR ITS SERVICES IN CONNECTION WITH THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH BONDS; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH BONDS TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY IN SUPPORT THEREOF; CREATING A SINKING FUND IN CONNECTION WITH SUCH BONDS, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITARY; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT FOR SUCH BONDS WHEN DUE; SETTING FORTH REGISTRATION AND TRANSFER PROVISIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION OF ONE OR MORE INVESTMENT AGREEMENTS BY SPECIFIED OFFICERS OF THE
WHEREAS, the City of Reading, Berks County, Pennsylvania (the “City”), was incorporated under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the City, in contemplation of the issuance and sale its Federally-Taxable General Obligation Bonds in an aggregate principal amount not to exceed Fifteen Million Dollars ($15,000,000), to provide funds for and towards certain projects of the City, has determined that the Bonds (hereinafter defined) shall be offered for sale at a private sale by negotiation pursuant to the provisions of the Local Government Unit Debt Act of the Commonwealth, as re-enacted and amended (the “Act”) and has determined that a private sale by negotiation is in the best financial interests of the City; and

WHEREAS, the Council of the City of Reading (the “Council”) has determined that such Bonds will be designated generally as “City of Reading, Berks County, Pennsylvania, Federally-Taxable General Obligation Bonds, Series C of 2012” (the “Bonds”) or such other name or designation as shall be selected by the Mayor of the City upon delivery of the Bonds in accordance with Section 7 hereof; and

WHEREAS, the Council has determined to accept the proposal of PNC Capital Markets LLC (the “Purchaser”), for the purchase of the Bonds, such sale to be conditioned upon, among other things, the receipt of approval from the Department of Community and Economic
Development of the Commonwealth (the “Department”) relating to the issuance of the indebtedness to be evidenced by the Bonds; and

WHEREAS, the City has heretofore issued its Federally-Taxable General Obligation Variable Rate Demand Bonds, Series E of 2008 in the original principal amount of $13,175,000 (the “2008 Bonds”); and

WHEREAS, the City desires to authorize the refunding of the 2008 Bonds for the purpose of reducing total debt service over the life of the issue; and

WHEREAS, the Bonds which are being issued to refund the 2008 Bonds will not be outstanding through a maturity date that could not have been included in the issue of the 2008 Bonds; and

WHEREAS, the Council has determined to and desires to accept the proposal of the Purchaser and to incur nonelectoral debt in the aggregate principal amount not to exceed Fifteen Million Dollars ($15,000,000) to be issued from time to time to fund certain projects (hereinafter described) of the City pursuant to the provisions of the Act.

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

Pursuant to the provisions of this Ordinance, the Council hereby authorizes and directs the issuance of a series of Bonds in the aggregate principal amount not to exceed Fifteen Million Dollars ($15,000,000) to be designated generally as “City of Reading, Berks County, Pennsylvania, Federally-Taxable General Obligation Bonds, Series C of 2012” or such other name or designation as shall be selected by the Mayor of the City upon delivery of the Bonds in accordance with the requirements of Section 7 hereof. The Bonds shall be issued and sold in accordance with the provisions of the Act by private sale by negotiation. In connection therewith, the Council hereby finds and determines that a private sale by negotiation is in the best financial interests of the City.

The Council determines that the debt to be incurred pursuant to this Ordinance, and which will be evidenced by the Bonds, shall be nonelectoral debt of the City.

A brief description of the project (the “Project”) to be funded with, among other things, the proceeds of the Bonds to be issued from time to time pursuant to this Ordinance is as follows: (1) the current refunding of the 2008 Bonds; and (2) paying the costs and expenses of issuance of the Bonds.

The remaining realistic estimated useful lives of the capital projects originally financed by the 2008 Bonds and to be refinanced by the Bonds are at least 20 years.

Stated installments or maturities of principal of the issue of Bonds will not be deferred beyond the later of one year after the estimated date for the completion of the construction portion of the Project, if any, or two years from the date of issue of the Bonds.
The City hereby finds and certifies that realistic cost estimates have been obtained for the costs of the Project from financial analysts, registered architects, professional engineers or other persons qualified by experience to provide such estimates.

In connection with the issuance and sale of the Bonds, the Council, as required by the provisions of the Act, hereby finds, determines and states (a) that the purpose of the refunding of the 2008 Bonds is to reduce total debt service over the life of the issue; and (b) that the refunding of the 2008 Bonds is authorized and permitted under and pursuant to the provisions of Section 8241 of the Act. The Council further finds and determines that the final maturity date of the Bonds issued to effect the refunding of the 2008 Bonds does not extend to a date that could not have been included in the 2008 Bond issue.

The Council of the City hereby authorizes and directs its proper officers, agents and employees to execute all documents and take all actions necessary in connection with accomplishing the refunding of the 2008 Bonds, including, but not limited to providing notice to the Paying Agent for the 2008 Bonds, and to call the 2008 Bonds for optional redemption in full on the first date the 2008 Bonds are eligible to be called for optional redemption. In accordance with Section 8246 of the Act, it is the intent of the Council that the 2008 Bonds shall no longer be outstanding from and after the date of the issuance of the Bonds.

Subject to the approval of the Department, as required by the provisions of the Act, the Council shall and does hereby accept the proposal of the Purchaser, for the purchase of the Bonds in accordance with the terms and conditions of this Ordinance and the Purchaser’s proposal, dated July 9, 2012 (the “Proposal”). The sale of the Bonds shall be for an aggregate purchase price of not less than 97.0% nor more than 105.0% of the par amount of the Bonds issued by the City, exclusive of any original issue discount and any original issue premium, plus accrued interest, if any, from the date of the Bonds to the date of delivery thereof. The Mayor is hereby authorized and directed to accept and to execute the Proposal in the name and on behalf of the City, and the City Clerk is hereby authorized and directed to attest to such acceptance and execution. A copy of the Proposal, as presented to the Council and accepted by this Ordinance, is incorporated herein by reference and shall be attached to this Ordinance and maintained with the minutes of this meeting. The bid security, if any, accompanying the Proposal shall be held and shall be applied as provided by the Act; provided, however, that no allowance for interest shall be made by the City with respect to such bid security, except as provided by the Act.

Upon final pricing of the Bonds, the Purchaser will present to the City an Addendum to the Proposal setting forth the final terms and conditions for the Bonds, including the final principal amount, interest rates, redemption provisions and purchase price for the Bonds (the “Addendum”). As long as the terms and conditions set forth in the Addendum satisfy the parameters set forth in this Ordinance, the Mayor is hereby authorized and directed to accept and to execute the Addendum in the name and on behalf of the City.

The Bonds, when issued, will be a general obligation of the City.

The Bonds shall be fully registered, without coupons, in denominations of $5,000 or any integral multiple thereof, in substantially the form hereinafter set forth in Section 10. The Bonds shall be dated as set forth in the definitive Bonds as delivered to the Purchaser in
accordance with the provisions hereof, and shall bear interest from that date at the applicable rates per annum as set forth in Section 8, payable in accordance with the provisions of the Bonds and this Ordinance, semiannually on May 1 and November 1 (each an “Interest Payment Date”) in each year, commencing with the May 1 or November 1 following the delivery of the Bonds, until maturity or prior redemption.

The Bonds shall bear interest at rates not to exceed the maximum rates of interest and shall mature, whether by maturity or mandatory sinking fund redemption on the dates and in the amounts not to exceed the maximum amounts as set forth on Exhibit A attached hereto.

The Bonds shall be subject to optional and mandatory sinking fund redemption as set forth in the definitive Bonds as delivered to the Purchaser in accordance with the provisions hereof.

In lieu of such mandatory redemption, the Paying Agent, on behalf of the City, may purchase, from money in the Sinking Fund, or the City may tender to the Paying Agent, all or part of the Bonds subject to mandatory redemption in any such year.

If a Bond is of a denomination larger than $5,000, a portion of such Bond may be redeemed. For the purposes of redemption, such Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by $5,000, each $5,000 portion of such Bond being subject to redemption. In the event of a partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

Any redemption of Bonds shall be upon notice effected by mailing a copy of the redemption notice by first-class mail, postage prepaid, such notice to be sent not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, addressed to the registered owners of Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent (hereinafter defined) as of the date the Bonds are selected for redemption; provided, however, that failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

If at the time of mailing of the notice of redemption the City shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent no later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by such Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under this Ordinance, and registered owners of such Bonds shall have no rights with respect to such Bonds,
except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or by executive order to remain closed, then the payment of such principal and interest upon such redemption need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date.

The proper officers of the City are hereby authorized, empowered and directed to contract with a bank or bank and trust company authorized to do business in the Commonwealth of Pennsylvania and who has an office in the Commonwealth of Pennsylvania (the “Paying Agent”), for its services as paying agent and sinking fund depository in accordance with the terms and conditions of the Proposal, this Ordinance and the Act. Payment of the principal of and interest on the Bonds shall be made, when due, in accordance with the provisions of the Bonds, at the corporate trust office of the Paying Agent in lawful money of the United States of America.

The Bonds shall be in substantially the form set forth in Exhibit “B”. The form of the Bonds as submitted to the City is hereby approved in substantially such form, with such changes, insertions and variations as are necessary or appropriate to reflect the final terms, including, but not limited to, the name or designation and the final redemption provisions, of the Bonds as specified to the City in the delivery instructions of the Purchaser and such other changes as the Mayor may approve upon advice of counsel to the City, such approval to be evidenced by such officer’s execution and delivery of the Bonds.

The Bonds shall be executed in the name and on behalf of the City by the true or facsimile signature of the Mayor of the City and the true or facsimile official seal of the City shall be affixed thereunto, duly attested by the true or facsimile signature of the City Clerk. Said officers are authorized and directed to execute and attest the Bonds. The execution and delivery of the Bonds shall constitute conclusive proof of the approval of the final terms and provisions of the Bonds by the City.

No Bond constituting one of the Bonds shall be entitled to any benefit under this Ordinance nor shall it be valid, obligatory or enforceable for any purpose until such Bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

The Bonds shall initially be issued in the form of one fully-registered Bond for the aggregate principal amount of the Bonds of each maturity, which Bonds shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). The Bonds issued in the name of Cede & Co. in accordance with the provisions of this Section may be issued in typewritten form satisfactory to DTC. Except as provided below all of the Bonds shall be registered in the registration books kept by the Paying Agent in the name of Cede & Co., as
nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the City or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books maintained by the Paying Agent, in connection with discontinuing the book-entry system as below or otherwise.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price, if any, of or interest on such Bonds shall be made to DTC or its nominee. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the City or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid.

The City and the Paying Agent shall treat DTC (or its nominee) as the sole and exclusive registered owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of the Bonds, registering the transfer of the Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for all other purposes whatsoever; and neither the City nor the Paying Agent shall be affected by any notice to the contrary. Neither the City nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the registration books of the Paying Agent as being a registered owner, with respect to: (1) the Bonds; (2) the accuracy of any records maintained by DTC or any such participant; (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds; (4) any notice which is permitted or required to be given to registered owners of the Bonds; (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as the registered owner of the Bonds.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the registered owners of the Bonds under this Ordinance shall be given to DTC.

In connection with any notice or other communication to be provided to registered owners of the Bonds pursuant to this Ordinance by the City or the Paying Agent with respect to any consent or other action to be taken by registered owners of the Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the City or the Paying Agent may establish a special record date for such consent or other action. The City or the Paying Agent shall give DTC notice of such special record date not less than 10 calendar days in advance of such special record date to the extent possible.
The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if: (1) after notice to the City and the Paying Agent, DTC determines to resign as securities depository for the Bonds; (2) after notice to DTC and the Paying Agent, the City determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the City or the beneficial owners of the Bonds. In any such event, unless the City appoints a successor securities depository, the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated in writing by DTC, but without any liability on the part of the City or the Paying Agent for the accuracy of such designation. Whenever DTC requests the City and the Paying Agent to do so, the City and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable written notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

The City covenants to and with the registered owners from time to time of the Bonds that the City (i) shall include in its budget in each fiscal year the amount of the debt service for each fiscal year of the City in which such sums are payable, (ii) shall appropriate from its general revenues in each such fiscal year the amount required to pay debt service on the Bonds for such year, and (iii) shall duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal amount of the Bonds and the interest due thereon at the dates and place and in the manner stated therein, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the City shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in Section 8104 of the Act, the foregoing covenant of the City shall be enforceable specifically.

The City hereby covenants to create and there is hereby created, pursuant to Section 8221 of the Act, a sinking fund for the Bonds, to be known as “Sinking Fund - City of Reading, Berks County, Pennsylvania, Federally-Taxable General Obligation Bonds, Series C of 2012” (the “Sinking Fund”) or such other name or designation as selected by the proper officers of the City from time to time shall be established with the Paying Agent and administered in accordance with applicable provisions of the Act and this Ordinance.

The Paying Agent shall be the “sinking fund depositary” with respect to the Sinking Fund created pursuant to Section 13. The City covenants and agrees to deposit in the Sinking Fund, on or before each Interest Payment Date, an amount which shall be sufficient to permit the Paying Agent to pay on such Interest Payment Date all principal and accrued interest becoming due with respect to the Bonds. After such deposit, the Paying Agent shall, without further authorization or direction from the City or any of its officials, upon proper and timely presentation, execution and surrender of the Bonds, with respect to the payment of principal of the Bonds, or at the Interest Payment Date, with respect to the payment of interest on the Bonds, withdraw moneys from the Sinking Fund and apply such moneys to the prompt and full payment of such obligations in accordance with the terms thereof, the terms and conditions of this Ordinance and the provisions of the Act.

Each Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication of such Bonds, unless (a) such Bonds are registered and authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from said Interest Payment Date; or (b) the Bonds are registered and authenticated after a Record Date
(hereinafter defined) and before the next succeeding Interest Payment Date, in which event such Bonds shall bear interest from such Interest Payment Date, or (c) the Bonds are registered and authenticated on or prior to the Record Date preceding the first Interest Payment Date, in which event such Bonds shall bear interest from the date of the Bonds, or (d) as shown by the records of the Paying Agent, interest on such Bonds shall be in default, in which event such Bonds shall bear interest from the date on which interest was last paid on such Bonds. Interest shall be paid semiannually on May 1 and November 1 of each year, commencing with the May 1 or November 1 following the delivery of the Bonds, until the principal sum is paid. Interest on the Bonds is payable by check drawn on the Paying Agent, which shall be mailed to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each Interest Payment Date (the “Record Date”), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the City shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of the Bonds not less than ten (10) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or the interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to remain closed, then the payment of such principal or interest need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date.

The City and the Paying Agent shall not be required: (i) to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) to register the transfer of or exchange any portion of any Bond selected for redemption, in whole or in part until after the date fixed for redemption. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate.

The Bonds shall be transferable or exchangeable by the registered owner thereof upon surrender thereof to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of the Bonds in the registration books of the City maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees new fully registered Bonds of authorized denominations of the same maturity for the aggregate amount which the transferee or transferees are entitled to receive at the earliest practicable time.
The City and the Paying Agent may deem and treat the persons in whose names
the Bonds shall be registered on the registration books of the City maintained by the Paying
Agent as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or
not, and payment of the principal of and/or interest on the Bonds shall be made only to or upon
the order of the registered owners thereof or their legal representatives, but such registration may
be changed, as herein and in the Bonds provided. All such payments shall be valid and effectual
to satisfy in full and discharge the liability of the City upon the Bonds so paid, to the extent of
the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any
notice to the contrary.

The City shall cause to be kept, and the Paying Agent shall keep, at the principal
corporate trust office of the Paying Agent, books for the registration, exchange and transfer of
Bonds in the manner provided herein and therein so long as the Bonds shall remain outstanding.
Such registrations, exchanges and transfers shall be made without charge to Bondholders, except
for actual costs, including postage, insurance and any taxes or other governmental charges
required to be paid with respect to the same.

If necessary, the City hereby approves the execution of one or more investment
agreements, the purchase of certain U.S. Treasury obligations or any other securities or
investments (the “Investments”) for investment of the proceeds of the Bonds in connection with
the Project and the refunding of the 2008 Bonds. The City hereby authorizes and directs the
Mayor to execute and the City Clerk to attest any investment agreement on behalf of the City, in
the form approved by the Solicitor and Bond Counsel of the City. The Investments shall be
limited to those authorized under law for proceeds of the Bonds.

The Mayor is hereby authorized and directed, in the name and on behalf of the
City: (a) to prepare, execute and certify the debt statement and borrowing base certificate
required by the Act; (b) to prepare, execute and file with the Department, as required by
Section 8111 of the Act, a duly attested copy of this Ordinance, with proofs of proper
publication, the accepted Proposal of the Purchaser and a complete and accurate transcript of the
proceedings relating to the incurring of the debt to be evidenced by the Bonds, including the debt
statement and borrowing base certificate; (c) to pay or to cause to be paid to the Department all
proper filing fees required by the Act in connection with the foregoing; (d) to pay or cause to be
paid from proceeds of the Bonds or otherwise, all costs and expenses incurred by the City in
connection with the issuance of the Bonds; (e) to advertise the enactment of this Ordinance, as
required by the Act; and (f) to take any and all other action, and to execute and deliver any and
all documents and other instruments, required or permitted by the Act or by the Proposal of the
Purchaser, or which they, in their sole discretion, may deem necessary, proper or desirable to
effect the issuance of the Bonds, to the extent not inconsistent with this Ordinance or applicable
law.

It is hereby declared that the debt to be evidenced by the Bonds, together with all
other indebtedness of the City, is not in excess of any applicable limitation imposed by the Act
upon the incurring of debt by the City.

The proper officers of the City are hereby authorized and directed to deliver the
Bonds as and when issued to the Purchaser, upon due registration and authentication thereof as
provided for herein, upon receipt of full and proper payment of the purchase price therefor, provided, however, that such delivery shall be effected only after the Department has certified its approval pursuant to Section 8204 of the Act.

The Council hereby authorizes and directs the purchase of a municipal bond insurance policy or policies (the “Municipal Bond Insurance Policy”) to be issued by a municipal bond insurer acceptable to the Purchaser and the Mayor insuring the payment when due of the principal of and interest on the Bonds as provided therein. Proper officers of the City are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, including the payment of the premium thereof. Proper officers of the City are also authorized and directed to execute any and all documents or agreements with respect to such insurance, as may be required by the insurer.

With regard to the Bonds, the proper officers of the City are hereby authorized to execute a Continuing Disclosure Certificate (hereinafter defined) on behalf of the City and the City hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate as required by applicable law. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

As used herein, the term “Continuing Disclosure Certificate” shall mean one or more Continuing Disclosure Certificates to be executed by the City in order to comply with Securities and Exchange Commission Rule 15c2-12, and dated the date of issuance and delivery of the Bonds from time to time, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

As used herein, the term “Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries).

In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the City that the remainder of this Ordinance shall remain in full force and effect.

All ordinances or parts of ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.

This Ordinance shall be effective in accordance with Section 8003 of the Act.

[Remainder of Page Intentionally Left Blank]
DULY ENACTED, THIS 9TH DAY OF JULY, 2012, BY THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

Attest:  

CITY OF READING  
Berks County, Pennsylvania

_____________________________  
Linda A. Kelleher CMC, City Clerk

By:  

Francis Acosta, President of Council

(SEAL)
MAXIMUM DEBT SERVICE SCHEDULE
BOND FORM

REGISTERED

Number __  ***$________***

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CITY OF READING, BERKS COUNTY, PENNSYLVANIA

FEDERALLY-TAXABLE
GENERAL OBLIGATION BOND, SERIES C OF 2012

<table>
<thead>
<tr>
<th>INTEREST RATE</th>
<th>MATURITY DATE</th>
<th>DATED DATE OF SERIES</th>
<th>CUSIP</th>
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<tr>
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<td>November 1, __________, 2012</td>
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REGISTERED OWNER  CEDE & CO.

PRINCIPAL AMOUNT  $______________

The City of Reading, Berks County, Pennsylvania (the "City"), a City existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, hereby acknowledges itself to be indebted and promises to pay to the order of the Registered Owner hereof, or registered assigns, on the maturity date stated hereon (or upon prior redemption, as hereinafter provided), upon presentation and surrender hereof, the Principal Amount shown above and to pay semiannually on May 1 and November 1 of each year prior to maturity or redemption (each an "Interest Payment Date"), beginning ________, 20__ to the registered owner hereof, interest on such principal sum, at the rate per annum stated hereon, from the Interest Payment Date next preceding the date of registration and authentication of this City of Reading, Berks County, Pennsylvania, Federally-Taxable General Obligation Bond, Series C of 2012 (the "Bond"), unless (a) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date, or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date, or (c) this Bond is registered and authenticated
on or prior to the Record Date preceding ________, 2012, in which event such Bond shall bear interest from ________, 2012, or (d) as shown by the records of ________________, as paying agent, at its offices located in _______, Pennsylvania, or its successor (the “Paying Agent”), interest on such Bond shall be in default, in which event such Bond shall bear interest from the date on which interest was last paid on such Bond. Interest on each Bond is payable by check drawn on the Paying Agent, which shall be mailed to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each Interest Payment Date (the “Record Date”), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such Interest Payment Date, unless the City shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of Bonds (hereinafter defined) not less than ten (10) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

Whenever the due date for payment of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to remain closed, then payment of such interest, principal, or redemption price need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day upon which banks are authorized by law or executive order to remain closed, with the same force and effect as if made on the due date for payment of principal, interest or redemption price and no interest shall accrue thereon for any period after such due date.

This Bond is one of a series of Bonds of the City known generally as “City of Reading, Berks County, Pennsylvania, Federally-Taxable General Obligation Bonds, Series C of 2012,” dated as of ________, 2012 (the “Bonds”), issued by the City in the aggregate principal amount of _________________ Dollars ($______).

The Bonds are in fully registered form, without coupons, and have been authorized and issued in accordance with the Local Government Unit Debt Act of the Commonwealth (the “Act”), without the assent of the electors, pursuant to an ordinance (the “Ordinance”) of the Council duly enacted on ________, 2012. The terms and provisions of the Ordinance are hereby incorporated by reference as if set forth fully herein.

The City has covenanted in the Ordinance that it shall include in its budget the amount of the debt service for each fiscal year of the City in which principal and/or interest on the Bonds is payable, that it shall appropriate from its general revenues any such sums for the payment of such debt service and that it shall duly and punctually cause to be paid when due principal and interest on the Bonds.

This Bond shall not be entitled to any benefit under the Ordinance nor shall it be valid, obligatory or enforceable for any purpose until this Bond shall have been authenticated by the Paying Agent.
The Bonds maturing on or after _______. shall be subject to redemption, prior to maturity, at the option of the City, in whole or in part, in any order of maturities, at any time on or after ________, at a price equal to 100% of the principal amount of the Bonds to be redeemed and accrued interest thereon to the date fixed for such optional redemption. In the event that less than all Bonds of a particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent.

The Bonds stated to mature on ________, are subject to mandatory redemption prior to maturity on ________ of the years (at a price equal to the principal amount of the Bonds called for mandatory redemption plus accrued interest thereon to the date fixed for such mandatory redemption) and in the principal amounts as set forth in the following schedule, as drawn by lot by the Paying Agent:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* at maturity

In lieu of such mandatory redemption, the Paying Agent, on behalf of the City, may purchase, from money in the Sinking Fund, or the City may tender to the Paying Agent, all or part of the Bonds subject to mandatory redemption in any such year.

If a Bond is of a denomination larger than $5,000, a portion of such Bond may be redeemed. For the purposes of redemption, such Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by $5,000, each $5,000 portion of such Bond being subject to redemption. In the event of a partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

Any redemption of Bonds shall be upon notice effected by mailing a copy of the redemption notice by first-class mail, postage prepaid, such notice to be sent not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, addressed to the registered owners of Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent (hereinafter defined) as of the date the Bonds are selected for redemption; provided, however, that failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

If at the time of mailing of the notice of redemption the City shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent no later than the opening of business on
the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by such Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under this Ordinance, and registered owners of such Bonds shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or by executive order to remain closed, then the payment of such principal and interest upon such redemption need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date.

This Bond may be transferred or exchanged by the registered owner hereof only upon surrender of this Bond to the Paying Agent at its principal corporate trust office, accompanied by a written instrument or instruments of transfer in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same maturity and form for the aggregate amount which the transferee is entitled to receive at the earliest practicable time. The City and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City and the Paying Agent shall not be affected by any notice to the contrary. All payments made to the registered owner of a Bond, as herein provided, shall be valid and effectual to satisfy in full and discharge the liability of the City upon the Bond as paid.

The City and the Paying Agent shall not be required: (i) to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) to register the transfer of or exchange any portion of any Bond selected for redemption, in whole or in part until after the date fixed for redemption. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate.

The City has caused CUSIP numbers to be printed on the Bonds as a convenience to Bondholders. No representation is made as to the accuracy of such numbers as printed on the Bonds.
No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based hereon or on the Ordinance, against any member, officer or employee, past, present, or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Bond.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth for the City to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth to exist, to have happened or to have been performed, precedent to or in connection with the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the City is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth; that the City has established with the Paying Agent, as Sinking Fund Depositary, a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the City are hereby irrevocably pledged.
IN WITNESS WHEREOF, the City of Reading, Berks County, Pennsylvania, has caused this Bond to be signed in its name and on its behalf by the signature of the Mayor and its corporate seal to be hereunder affixed, duly attested by the signature of the City Clerk, as of the ____ day of ________, 2012.

CITY OF READING
Berks County, Pennsylvania

By:_______________________________
   Vaughn Spencer, Mayor

Attest:_____________________________
   Linda A. Kelleher CMC, City Clerk

(SEAL)

(FORM OF PAYING AGENT’S CERTIFICATE)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: ____________________

It is certified that this Bond is a Bond issued under the provisions of the within-mentioned Ordinance.

______________________________, as Paying Agent

By_______________________________
   Authorized Officer
STATEMENT OF INSURANCE

TO BE PROVIDED UPON SELECTION OF BOND INSURER
ASSIGNMENT

FOR VALUE RECEIVED, ________________________ (the "Transferror"), the undersigned, hereby sells, assigns and transfers unto

_____________________________ (the "Transferee")
Name

_____________________________
Address

_____________________________
Social Security or
Federal Employer Identification No.

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ________________________________ as attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _______________________
### TAXABLE GENERAL OBLIGATION BONDS, SERIES C OF 2012

#### MAXIMUM DEBT SERVICE REQUIREMENTS

<table>
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<tr>
<th>DATE</th>
<th>PRINCIPAL</th>
<th>RATE</th>
<th>INTEREST</th>
<th>NET DEBT SERVICE</th>
<th>FISCAL YEAR DEBT SERVICE</th>
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<td><strong>27,369,933.33</strong></td>
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ORDINANCE NO. __________ - 2012

AMENDING CHAPTER 13, LICENSES, PERMITS AND GENERAL BUSINESS REGULATIONS, OF THE CODIFIED ORDINANCES OF THE CITY OF READING BY ADDING A DEFINITION FOR AND GIVING AUTHORITY TO A BILLING AGENT AND ADDING APPEAL LANGUAGE.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Chapter 13, Licenses, Permits and General Business Regulations, of the Codified Ordinances is hereby amended to add a definition for and giving authority to a Billing Agent and adding appeal language as attached as Exhibit A.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held for any reason to be invalid such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective in ten (10) days after passage.

Enacted _____________________ , 2012

_____________________________________
Council President

Attest:

_____________________________________
City Clerk
PART 1
BURGLARY AND ROBBERY ALARM SYSTEMS


This Part shall be known and may be cited as the "City of Reading, Pennsylvania, Burglary and Robbery Alarm Systems Ordinance."

(Ord. 126-1995, 12/13/1995, §1)

§13-102. Intent and Purpose.

The purpose of this Part is to encourage alarm users and alarm businesses to maintain operational reliability and properly use alarm systems and to reduce false alarms by providing minimum standards and regulations applicable to burglary, robbery, and police emergency alarm systems, alarm businesses, alarm agents and alarm users as defined in this Part.

1 False Alarms - see 18 Pa.C.S.A. §4905.

The following words, terms and phrases when used in this Part shall have the meaning ascribed to them in this section except where the context clearly indicates a different meaning.

**ALARM AGENT** - any person who is self-employed in or employed by an alarm business whose duties include any of the following: altering, installing, maintaining, moving, repairing, replacing, selling, servicing, or responding to an alarm system.

Exemptions: This definition shall not include a person who engages in the manufacture or sale of an alarm system from a fixed location and who neither visits the location where the alarm system is to be installed, nor designs the scheme for physical location and installation of the alarm system in a specific location. Further, new construction personnel not in the employ of an alarm business may be involved under contracts or subcontracts in the use or installation of alarm systems.

**ALARM BUSINESS** - any business operated by any individual, including a person self-employed, partnership, corporation, or other entity which engages in the activity of altering, installing, leasing, maintaining, repairing, replacing, selling, servicing, or responding to an alarm system.

Exemptions: This definition shall not include any business that engages in the manufacture or sale of an alarm system from a fixed location and who neither visits the location where the alarm system is to be installed, nor designs the scheme for physical location and installation of the alarm system in a specific location.

**ALARM COORDINATOR** - the individual designated by the Chief of Police to issue permits and enforce the provisions of this Part.

**ALARM SYSTEM** –

1. Any single device or assembly of equipment, mechanical, electrical, or battery operated arranged to detect and signal an unauthorized intrusion into a premises or to signal an attempted or actual robbery or police emergency at a protected premises, and with respect to such signal public police and/or private guards are expected to respond.

2. Devices maintained and operated by the Reading Department of Police used for the detection of unlawful acts and known as “Antiburglary/Anti-robbery” (ABAR) systems shall not be included under this definition. Devices which are designed for and installed upon motorized vehicles and trailers shall not be included under this definition.

**ALARM USER** - any person on whose premises an alarm system is maintained within the City except for an alarm system on motor vehicles or proprietary systems. If, however, an alarm system on a motor vehicle is connected with an alarm system at a premises (other than a proprietary system), the person using such system is an alarm user.

**ANSWERING SERVICE** - a telephone answering service providing among its services
the service of receiving on a continuous basis through trained employees, emergency signals from alarm systems, and thereafter immediately relaying the message by live voice to the complaint office of the Department of Police.

**AUDIBLE ALARM** - any device, bell, horn, or siren which is attached to the interior or exterior of a building, structure, or facility and emits a warning signal audible outside the building, structure, or facility and is designed to attract attention when activated by a criminal act or other emergency requiring police response.

**AUTOMATIC DIALING DEVICE** - any device which is interconnected to a telephone line and is programmed to transmit by prerecorded voice message or coded signal an emergency message indicating a need for emergency response.

**BILLING AGENT** – *The Company that the City has contracted with to collect all fees payable under this ordinance.*

**CENTRAL STATION** - a protective system or group of such systems operated privately for customers by a person, firm or corporation which accepts recorded or coded messages from automatic dialing devices at a central station having operators and guards in attendance at all times who have the duty to take appropriate action upon receipt of a signal or message, including the relaying of messages to the Reading Department of Police.

**CHIEF OF POLICE** - the Chief of the Department of Police of the City of Reading, Pennsylvania, or his designated representative.

**CITY** - the City of Reading, Pennsylvania.

**DEPARTMENT OF POLICE or POLICE** - the publicly supported Department of Police of the City of Reading, Pennsylvania or any authorized agent thereof.

**FALSE ALARM** -

1. An alarm activated in the absence of an emergency, whether willfully or by inadvertence, negligence, or unintentional act, including the malfunction of the alarm system, to which the Department of Police responds. The definition excludes testing or repairing of telephone or electrical lines or equipment outside the premises; acts of God, such as earthquake, flood, windstorm, thunder, or lightning; an attempted illegal entry of which there is visible evidence; or a crime in progress. If doubt exists as to cause of the alarm, the Chief of Police or his designee shall make a decision regarding the circumstances of the activation.

2. Multiple alarms received by the Department of Police before the system can be deactivated within a reasonable period of time shall be considered a single alarm.

3. A false alarm shall also mean the intentional activation of a robbery alarm for other than a robbery in progress, the intentional activation of a burglary alarm for other than a burglary in progress and the intentional activation of a police emergency alarm for other than a police emergency in progress.
INTERCONNECT - to connect an alarm system including an automatic dialing device to a telephone line, either directly or through a mechanical device that utilizes the telephone line to transmit a message upon the activation of the alarm system.

LOCAL ALARM SYSTEM - a system which is attached to the interior or exterior of a building, structure, or facility which when activated causes an audible and/or visual warning signal which can be heard and/or seen outside the building, structure, or facility and designed to attract attention when activated by a criminal act or other emergency requiring police response.

PERMIT - written permission duly granted to an applicant by the City of Reading upon payment of the required fee.

POLICE EMERGENCY - an incident requiring prompt response by the Department of Police.

PRIMARY TRUNKLINE - a telephone line leading into the complaint office of the Department of Police that is for the purpose of handling emergency calls on a person-to-person basis, and which is identified as such by a specific number included among the emergency numbers listed in the telephone directory issued by the telephone company and covering the service area within the City of Reading.

PROPRIETARY ALARM - any alarm system which sounds within the protected premises or control center under the supervision of the proprietor of the protected building, structure, or facility. If police response is expected or is a result of this proprietary alarm signal or message, it thereby becomes an alarm system as defined by this Part.

SUBSCRIBER - a person who buys and/or leases, or otherwise obtains an alarm system and thereafter contracts with or hires an alarm business to monitor and/or service the alarm.


1. Any person engaging in an alarm business in the City of Reading shall, within 30 days after the effective date of this Part, file an application for an alarm business permit with the Alarm Coordinator. The application shall contain such information as is reasonably required by the Chief of Police to administer and enforce this Part.

2. Applicants for alarm business permits shall agree in writing and as a condition for receiving permits to do the following:

   A. Notify the Alarm Coordinator within 14 days of any substantial change affecting the status or validity of this permit.

   B. Agree to issue to all alarm agents connected with or in the employ of the business, identification cards containing as a minimum:

      (1) The name of the business.

      (2) The alarm business permit number
3. Applicants shall furnish an insurance certificate annually confirming that the applicant has in force general liability insurance coverage in an amount of not less than $300,000.00 each occurrence. An applicant who self insures such coverage shall furnish evidence of financial ability.

4. Following the completion of the application and payment of the appropriate fee as indicated in §13-105, the Department of Police shall have 15 working days to investigate the applicant, process the application, and to grant or deny a permit.

5. Permits to any applicant shall be denied if:

A. The applicant does not agree to comply or fails to comply with the requirements of this Part and rules and regulations adopted pursuant to this Part.

B. The applicant has knowingly made any false, misleading, or fraudulent statements of material fact in the application or in any report or record required to be filed with the City of Reading.

C. A corporation, sole proprietor, partner, joint venture, trustee, executor, administrator, employee, fiduciary, or stockholder with a 5% or greater interest in a corporation (except a corporation whose stock is publicly traded and registered with the Securities and Exchange Commission or with a state securities commission) applying for a permit has ever been convicted of a felony charge or pleaded Nolo Contendere to a felony charge or indictment.

6. When an application for a permit is denied, the applicant shall be notified in writing of the denial with the basis thereof. If reason(s) for denial are correctable the applicant will be so advised with suggestions on how these corrections can be made and what time limit has been set for making said corrections.

7. Permit applications shall be accompanied by a nonrefundable fee of $50 to cover the costs to the City of processing the application and investigating the applicant. No prorating is permitted of the initial fee.

8. The Alarm Coordinator shall, after investigation, issue an alarm business permit to an alarm business meeting the requirements of this Section. Each permit shall bear the signature of the Coordinator and be for a 1 calendar year period. A copy of the permit shall be physically upon each of the premises using the alarm business' systems and shall be available for inspection by the Chief of Police, the Alarm Coordinator or his representative.

(Ord. 126-1995, 12/13/1995, §4; as amended by Ord. 29-1996, 9/13/1996, §1; and by Ord. 14-

Alarm businesses shall pay an annual permit fee of $50 due and payable to the Billing Agent by January 31st of each year. Applications for renewal shall be processed in the same manner as initial applications.

(Ord. 126-1995, 12/13/1995, §5)


1.   It shall be unlawful for any person to engage in or conduct business or operate as an alarm agent at any time within the limits of the City of Reading unless connected with and carrying identification from a business issued an alarm business permit in accordance with this Part. Agent identification must be carried at all times while engaged in alarm business activities and must be displayed to any police officer upon request.

2.   Alarm businesses which have installed alarm systems in the City of Reading shall supply to the Alarm Coordinator within 90 days after the effective date of this Part or upon notice of approval of a permit application, which ever occurs later, a current list of such installations which shall include the following information:

   A.   The name, residence, and telephone number of the owner or user.

   B.   The address where the system is installed and the telephone number at that address.

   C.   The name, address, and telephone number of any other persons or firm who is authorized to respond to an emergency and gain access to the address where the system is installed.

   D.   The name and telephone number of any person, firm or corporation, if any, other than the alarm business, who is responsible for maintenance and repair of the system.

   E.   The type of system, i.e. burglary, robbery or police emergency.

3.   By the fifth working day of each month following submission of the initial list, every alarm business shall furnish the Alarm Coordinator with a supplemental list of any additional installations, along with any corrections or deletions from the list previously furnished.

4.   All information furnished pursuant to this Section shall be kept confidential and shall be for authorized use of the Department of Police.

5.   Every alarm business selling, leasing, or furnishing to any user an alarm system which is installed on premises located in the City of Reading shall furnish the user with written instructions that provide information to enable the user to operate the alarm system properly and obtain service for the alarm system at any time.

6.   Every alarm business that installs one or more alarm systems in the City shall make service available directly or through an agent on a 24 hour a day basis 7 days a week, to
repair such systems and to correct malfunctions as they occur.

7. Every alarm business shall furnish at their own expense, at or prior to the time of contracting, a copy of this Part to owners, lessees or users of the systems or services to be supplied.


1. Audible alarm systems shall be equipped with a timing mechanism that will disengage the alarm annunciator after a maximum period of 20 minutes. Audible alarms without such timing mechanisms shall be unlawful in the City and must be disconnected by the user within 90 days from the effective date of this Part.

2. Every alarm system installed shall consist only of equipment that is listed by Underwriter's Laboratories, Inc. as being electronically safe and meeting the City’s requirements for the alarm system. Wiring for the alarm system must conform with all applicable City codes.

3. Every system installed shall be provided with standby battery power which shall automatically and immediately take over in the event of a power failure.

4. Every system installed shall be done with equipment in such a way as to neutralize electrical surges on the alarm system.

(Ord. 126-1995, 12/13/1995, §7)


1. No automatic dialing device shall be interconnected to a primary trunkline after the effective date of this Part.

2. Within 90 days after the effective date of this Part, all automatic dialing devices interconnected to a primary trunkline shall be disconnected therefrom. The user of such device shall be responsible for having the device disconnected within the 90 day time period.

3. Users of an automatic dialing device may have the device interconnected to a telephone line transmitting directly to intermediary monitoring services such as:

   A. A central station.

   B. A modified central station.

   C. An answering service.

4. The relaying of messages by intermediary services to the police may be over a primary trunkline or over a direct line paid for by the intermediary service.

5. Automatic dialing devices may also be interconnected to one or more telephone numbers available to the user of the devices, or their designated representative, at another location.

1. Emergency messages from alarm systems shall be given priority over all other messages received by the intermediary service except that firm alarm signals may have equal priority.

2. All operators shall be trained to handle emergency messages.

3. As soon as possible after notifying the police, the operator concerned shall notify the subscriber involved of such action and the nature of the emergency message received.

4. All subscribers of an intermediary service shall be required by the service to cooperate in a test of its alarm devices at least once a year to determine if the system is working properly. The intermediary service shall certify that the test requirements have been fulfilled. Unsatisfactory test results shall be reported promptly in writing, to the subscriber and the Alarm Coordinator. Until the system in question is again working properly, the Department of Police may require that its use be discontinued.


1. For the purpose of enforcing the provisions of this Part, the Chief of Police or Alarm Coordinator shall have the authority to enter any premises in the City of Reading in or upon which alarm systems are located, to inspect the installation and/or operation of such alarm systems.

2. Application for a permit for the installation of such a system and subsequent installation of such a system pursuant to a permit issued or the continuance of the use of any alarm system already installed at the effective date of this Part shall constitute consent by the owner or lessee thereof and authorization for the inspection of any such installation and/or operation by the Chief of Police or Alarm Coordinator.

3. All such entries upon the premises where an alarm system is installed and all such inspection of the installation and operation of alarm systems shall be at reasonable times and upon reasonable notice, except in emergency situations.

§13-111.  Statistical Data.

In addition to any other information that may be required to be supplied by the provisions of this Part, the Chief of Police may require an alarm business to furnish him/her with certain statistical data which may be reasonably available relative to specified periods of operation after the effective date of this Part.

1. Any person desiring to use an alarm system in the City of Reading shall, within 60 days after the effective date of this ordinance, file an application for an alarm user permit, for each system, with the Alarm Coordinator. The application shall contain such information as is reasonably required by the Chief of Police to administer and enforce this Part.

2. Applicants for alarm user permits shall agree in writing and as a condition for receiving and keeping permits to notify the Alarm Coordinator within 14 days of any substantial change affecting the validity of the permit.

3. Following the completion of the application and payment of the appropriate fee as indicated in §13-113, the Department of Police shall have 15 working days to investigate the applicant, process the application, and to grant or deny a permit.

4. Alarm user permits to any applicant shall be denied if:

   A. The applicant does not agree to comply or fails to comply with the requirements of this ordinance and rules and regulations adopted pursuant to this ordinance; or

   B. The applicant has knowingly made false, misleading, or fraudulent statements of a material fact in the application or in any report or record required to be filed with the City of Reading; or

   C. The applicant has had a similar type permit previously revoked for good cause in the past unless the applicant can show a material change in the circumstances since the date of revocation.

5. When an application for a permit is denied, the applicant shall be notified in writing of the denial with the basis thereof. If the reason(s) for denial are correctable, the applicant will be so advised with suggestions on how these corrections can be made and what time limit has been set for making said corrections.

6. The Alarm Coordinator shall, after investigation, issue an alarm user permit to an applicant meeting the requirements of this Section. Each permit shall bear the signature of the Coordinator and be valid for the period that the owner or tenant owns or leases the premises upon which the alarm system is installed. The permit shall be physically present upon the premises upon which the alarm system is installed and shall be available for inspection by the Chief of Police, the Alarm Coordinator or his representative.

7. Applicants already using alarm systems in the City of Reading may continue to use the alarm systems while their permit applications are being processed. All alarm systems installed after the effective date of this Part shall not commence use until their alarm user permit application is approved.

8. By submitting an application for permit for the installation of an alarm system and the subsequent installation of such a system or by the continuation of the use of an alarm system already installed at the effective date of this Part, the owner, lessee or user thereof shall agree that such permit application constitutes a waiver of the right to bring or file action, claim or complaint whatsoever against any police officer or other agent of the City who makes a forced entry in response to such an alarm into the premises on which such an alarm is installed as a result of entry into the protected premises.
9. In the event the owner of such a premises is a person other than the alarm user permit applicant, as in the instance of a lessee or other use not the owner of the premises on which the alarm is installed, such permit application shall constitute an indemnification agreement by the applicant to hold harmless any police officer, the City of Reading, the police department, or other agent, as appropriate, from any all damages whatsoever claimed by the lessor or owner of the premises on which the alarm is installed.


1. Alarm users shall pay a permit fee of $25 payable to the Billing Agent. This fee shall be for the period that the owner or tenant owns or leases the premises upon which the alarm system is installed.

2. An alarm user permit will automatically terminate upon the change in occupancy or usage of the premises for which originally issued.

3. The following are exemptions to the alarm user permit fees:
   A. The United States Government, the Commonwealth of Pennsylvania, counties, municipal corporations, departments thereof and other governmental entities are exempt from the fees required in this Part.
   B. A residential alarm user who is over the age of 65 and is the primary resident of the residence may obtain an alarm users permit from the Department of Police according to this Part without payment of a fee.

4. Alarm users who are not required to pay a fee or who are exempt from obtaining an alarm user's permit as above shall nevertheless, be subject to the penalty provisions of this Part.


1. No person shall conduct any test or demonstration of any alarm system without first notifying the complaint desk of the Department of Police.

2. Alarm users shall supply to the Alarm Coordinator within 90 days after the effective date of this Part or upon notice of approval of a permit application, whichever occurs later, the following information:
   A. The name of the owner, tenant, or agent responsible for the property and name of the business (if applicable).
   B. The address of the property and telephone number.
   C. The alarm business or other entity responsible for maintaining the system.
   D. The type of alarm and how the alarm signal will be received by the Department of Police.
E. The names and telephone numbers of at least two persons to be contacted to secure the property.

3. Alarm users shall notify the Alarm Coordinator within 14 days of any change in the information required by this Section.

4. Any person using an alarm system shall be required to deactivate any alarm system within a reasonable period of time when multiple false alarms are received. The system shall remain deactivated until it has been repaired and functioning in accordance with the standards of this Part.


1. Any police officer responding to an alarm which is determined to be false shall promptly notify the Administrative Services Department Director of such alarm in writing and the Administrative Services Department Director or their designee shall, within 5 days, have notification of such false alarm sent via U.S. mail to the person in whose name the alarm permit is registered. The City of Reading Police Department will keep written record of all false alarms and will share such information with the Billing Agent. The Billing Agent, shall, within ten (10) business days notify the person in whose name the alarm is registered of such false alarm.

2. The alarm user permit holder shall be assessed a fee for service for each false alarm in a calendar year to be payable to the City Treasurer as follows:

<table>
<thead>
<tr>
<th>Alarm in Calendar Year Fee</th>
<th>Fee</th>
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<tr>
<td>1</td>
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<tr>
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<td>$250</td>
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For Each Alarm 14 and Greater (over 13) in a Calendar Year


The Chief of Police shall promulgate such rules as may be necessary for the implementation, administration, and enforcement of this Part. Any such rules shall be approved by the Council of the City of Reading and shall be available for public inspection.

(Ord. 126-1995, 12/13/1995, §16)


The information furnished and secured pursuant to this Part shall be confidential in character and shall not be subject to public inspection and shall be kept so that the contents thereof shall not be known except to persons charged with the administration of this Part.

(Ord. 126-1995, 12/13/1995, §17)

§13-118. Penalties.

1. A violation of any provision in this Part may result in the revocation of any permit issued and/or can... Violation of any provision of this Part shall constitute a summary offense punishable by a fine, plus costs of prosecution. Such fines and costs shall be collectible before any District Justice as like fines and costs are now by law collectible. Each 24 hour period during which failure to comply continues shall constitute a separate offense. Violation of any provisions of this Part shall be subject to the following penalties:

   (1) First Violation. A fine of $100, or 30 days imprisonment, or both.

   (2) Second Violation. A fine of $200, or 30 days imprisonment, or both.

   (3) Third violation. A fine of $300, or 30 days imprisonment, or both.

2. Any person found guilty of willful misuse or willful false activation of an alarm system shall be, upon conviction thereof, sentenced to pay a fine not more than $600 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days for each and every such activation. Such fines and costs shall be collectible before any District Justice as like fines and costs are now by law collectible. The same shall constitute a summary offense.

2. The payment of any fees required shall not be a bar against prosecution for any violations under this Part.

§13-119. Appeals
A. Administrative Appeal

1. A person in receipt of a fine/fee related to false alarms may appeal to the Chief of Police by filing a request with the Police Administration in writing within 15 calendar days of the date of the fine/fee.

2. Payment of the fine/fee must be paid in full at the time of filing of the appeal. Such payment will be refunded within thirty (30) calendar days should the alleged violator win the appeal.

3. The appeal hearing will be held before the Police Chief or his/her designee. The Police Chief or his/her designee may uphold the appeal, deny the appeal, or may modify the fine/fee as he/she sees appropriate.

B. Subsequent Appeals

Any subsequent appeal shall be filed to the Berks County court of common Pleas pursuant to 2 Pa.C.S. §751 and §752.
ORDINANCE NO. __________ - 2012

AMENDING CHAPTER 11, HOUSING, OF THE CODIFIED ORDINANCES OF THE CITY OF READING BY ADDING A PROSECUTION OF VIOLATION SECTION TO ALLOW THE PROPERTY MAINTENANCE DIVISION TO COMMENCE CRIMINAL ACTION IN ACCORDANCE WITH THE PENNSYLVANIA RULES OF CRIMINAL PROCEDURE IN THE COURT OF APPROPRIATE JURISDICTION.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Chapter 11, Housing, of the Codified Ordinances is hereby amended to add a prosecution of violation section to allow the Property Maintenance Division to commence criminal action in accordance with the Pennsylvania Rules of Criminal Procedure in the Court of appropriate jurisdiction as attached as Exhibit A.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held for any reason to be invalid such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective in ten (10) days after passage.

Enacted _____________________, 2012

_________________________________
Council President

Attest:

_________________________________
City Clerk

Submitted to Mayor: ____________
Date: ____________

Received by the Mayor’s Office: ____________
Date: ____________

Approved by Mayor: ____________
§11-102. Definitions.

This section is amended to change or add the following definitions:

BUSINESS PRIVILEGE LICENSE - a license issued by the City of Reading Tax Division per City of Reading Codified Ordinance Chapter 24, Taxation, Special, Part 5, Business Privilege Tax, authorizing one to perform business including, for purposes of this Part, renting.

BUSINESS PRIVILEGE TAX - the tax payable to the City of Reading, Division of Tax, per City of Reading Codified Ordinance Chapter 24, Taxation, Special, Part 5, Business Privilege Tax, on, for purposes of this Part, the annual gross receipts derived from rental of a property or unit.

CAPACITY TO RENT - any dwelling unit that is fit for habitation by humans as determinable by applicable Building and Property Maintenance Codes [Chapter 5, Part 6], and is not the owner's primary residence and as is permitted by the City of Reading Zoning Ordinance [Chapter 27].

CODES - any State or local code or ordinance adopted, enacted or in effect in and for the City of Reading including, but not limited to, the International/City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], and City of Reading Property Maintenance Code [Chapter 5, Part 6], Zoning Ordinance [Chapter 27], Recycling and Solid Waste Ordinance [Chapter 20, Part 1], and general nuisance ordinances.

CODES OFFICIAL - a City of Reading employee or authorized agent sworn to enforce the City of Reading Codes and Codified Ordinances.
**DISRUPTIVE CONDUCT** - any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a public officer complaining of such conduct, action, incident, or behavior. It is not necessary that such conduct, action, incident or behavior constitute a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.

**DISRUPTIVE CONDUCT REPORT** - a written report of disruptive conduct on a form to be prescribed therefore to be completed by a police officer or a public officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police and Property Maintenance Division.

**DWELLING UNIT** - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**HABITABILITY** - any rental unit, building or dwelling that is suitable for human habitation and that is sanitary and free of vermin infestation and is in compliance with all City of Reading health and code regulations and Codified Ordinances.

**HOTEL UNIT** - any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than 30 days.

**LEASE** - see “Rent.”

**LET** - see “Rent.”

**LOCAL RESPONSIBLE AGENT** - a person or agency retained or hired by a property owner to operate rental of a premises including, but not limited to, compliance with City of Reading Codified Ordinances and as a local contact.

**MULTIPLE DWELLING UNIT** - any dwelling containing two or more dwelling units.

**OCCUPANT/TENANT** - a person renting or letting a rental unit from the owner thereof.

**OWNER** - any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, County or Municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**PERSON** - any individual, firm, corporation, association, partnership or entity.

**PROPERTY MAINTENANCE DIVISION** - a division of the City of Reading administration under the Managing Director charged with enforcing the City of Reading Codified Ordinances governing issues including, but not limited to, housing, property maintenance and trades.
PUBLIC OFFICER - anyone authorized to enforce the City of Reading Codified Ordinances.

QUALITY OF LIFE - issues affecting the manner in which one lives or resides and habitability of a premise as governed by the City of Reading Codified Ordinances.

REGISTRATION - filing of an appropriate application and/or registering a property as a rental unit.

RENT - compensation for providing a shelter or lodging for occupation or habitation by humans to reside, monetary or non-monetary.

RENTAL HOUSING PERMIT - A permit issued by the City of Reading Property Maintenance division per the procedure established by this Chapter and the policies created in accordance therewith.

RENTING - the act of permitting a unit to be used to provide a living arrangement for one or more persons not the owner thereof whether or not for compensation.

RENTAL UNIT - a rooming unit or dwelling unit let for rent, a non-owner occupied rooming or dwelling unit, or a dwelling unit occupied by an owner and additional unrelated individuals. A rental unit shall not include a hotel unit. A rental unit includes dwelling units under lease-purchase agreements or long-term (greater than 6 months) agreements of sale.

RESTITUTION - for the purposes of this Part restitution shall be the amount of the fee due for obtaining of the rental registration.

ROOMING HOUSE - a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT - an individual room within a “Rooming House” as said term is defined herein that is suitable for human lodging or occupancy.

SALES AGREEMENT - a contract for the sale of real estate, including a contract for a deed.

STUDENT - an individual who is enrolled or has made application and been accepted at a university, college or trade school and whose primary occupation is as a student or who is on a semester or summer break from studies at a college, university or trade school or any combination of such persons. The term "student" shall apply to both undergraduate and graduate students alike. The residents of a student home share living expenses and may live and cook as a single housekeeping unit but may also only share access to cooking facilities and not live and cook as a single housekeeping unit.

STUDENT HOME - a living arrangement for at least two students to a maximum of three students (as defined in this Part) unrelated by blood, marriage or legal adoption. The term student home shall not include dormitories, fraternity house or sorority house. The term student home shall be used interchangeable with the term student housing.

STUDENT HOUSING - see “student home.”

TWELVE-MONTH PERIOD - for purposes of this Part 12-month period shall be calculated by counting 12 months back from the most recent disruptive conduct report.

VACANT PROPERTY - A residential or mixed use (residential and other permitted use) property shall be deemed to be a "vacant property" if it is continuously unoccupied
by the same individual or basic family unit as a residence from more than ninety (90) days and/or it is unoccupied and has been voluntarily or involuntarily disconnected or suspended from one or more of the following public or private utilities or services: water, natural gas, electric or fuel oil.

ZONING - City of Reading Zoning Ordinance [Chapter 27].

ZONING PERMIT - A permit issued by the City of Reading Zoning Division per the City of Reading Zoning Ordinance [Chapter 27] authorizing and/or registering a unit as a rental.

§11-103. Rental Housing Permit Required.

No person or entity shall let, rent or cause to be occupied any rental unit, building, dwelling or dwelling unit, nor shall any person operate a rooming house, or let to another for occupancy, any room in a rooming house that provides shelter or lodging for human habitation unless that person first applies for, renews and obtains a Rental Housing Permit issued by the City of Reading Property Maintenance Division per the procedure established by this code and policies created thereunder. Occupancy of a dwelling unit or rooming unit is precluded until a Rental Housing Permit has been issued. Rental housing permits are non-transferrable.

§11-104. Application for a Rental Housing Permit.

1. Applications for a Rental Housing Permit for a dwelling unit or a rooming unit shall be made in writing on forms prepared and provided by the City of Reading Property Maintenance Division and shall be accompanied by payment of the applicable fee and a copy of the Deed. Such forms shall require, but shall not be limited to, the following information and shall be signed and sworn to by the owner of such dwelling unit or rooming unit:

G. The name(s), business addresses, date of birth and telephone numbers, (business and mobile) of all of the owners of the rental unit or rooming unit. If the owner is a corporation, limited liability company, or partnership, a true and correct copy of the articles of incorporation, certificate of organization, statement of registration or partnership agreement, as applicable, shall be provided in conjunction with a document identifying the officers of the corporation or the partners of the partnership.

H. The name, business address, date of birth and telephone numbers, (business and mobile), of an authorized local agent and/or property manager.

I. The owner(s) shall submit as proof of identification a government issued identification card. The proof of identification shall be presented to the Property Maintenance Division with the application. Where the owner is a corporation, limited liability company, or partnership, proof of identification of at least one of the officers of the corporation, the managing member or designated member of the limited liability company, or the managing or general partner of a partnership must be presented by said individual.

J. The address of the premises at which the dwelling unit or rooming unit is located.

K. Identification of the rental unit as a dwelling unit or rooming unit.

L. The number of permitted or allowable dwelling units or rooming units located within the building where the dwelling unit or rooming unit is located.
G. A copy of zoning permit authorizing the dwelling unit or rooming unit as a residential unit shall be attached. The zoning permit attached shall indicate the authorized number of units. If the dwelling unit or rooming unit has been certified as a nonconforming use per the City of Reading Zoning Ordinance [Chapter 27] and applicable State law, then a copy of the certificate of nonconforming use shall be attached. (See §11-104 subsection 2 for special provisions for properties with a valid “Housing Permit” issued prior to December 31, 2007 but lacking valid zoning permits.)

I. Proof of a valid contract with a trash hauler licensed by the State for trash removal/collection from the property address including the name, address and telephone number of the trash hauler.

I. Proof of current participation of the property address in the City of Reading recycling program.

J. A copy of the written lease form the owner intends to have the occupants/tenants of each permitted dwelling unit or rooming unit to execute with a copy of the addendum required herein attached thereto.

K. The owner shall furnish with the Application for Rental Housing Permit photographs of the front and rear exterior of the building for which a permit is requested. The photograph of the front exterior of the building shall contain a visible, identifiable address number appearing thereon. If there are changes subsequently made to the floor plan, the owner shall submit a revised floor plan, drawn to scale, with the next application (for re-issue or renewal) submitted after the changes to the floor plan were made and the same shall be accompanied by copies of all valid permits as required for such revisions.

L. A completed tenant listing on a form prepared and provided by the Property Maintenance Division providing the following information of all persons occupying the building for which the permit is sought, including children under 18 years of age, full name, unit, apartment or floor number/designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Property Maintenance Division with such information and documentation to support such belief as may be reasonably required by the Property Maintenance Division, such disclosure shall not be required. If the unit is not rented at the time of application, the owner shall submit the tenant listing as prescribed above within 30 days of occupancy of the unit and in no event later than the next bi-annual date for such submission as required by this Part.

M. The date of the last inspection of the premises, building or unit with confirmation thereof by the Property Maintenance Division.

N. A place to indicate approval or denial of the application and date thereof as well as and location for print name, signature and title of person approving or denying the application.

2. Special provisions for properties with a valid “Housing Permit” issued prior to December 31, 2007 but lacking valid zoning permits for Multiple Dwelling or Rooming House use.

D. Any property previously registered with the City of Reading Property Maintenance Division and holding a valid “Housing Permit” issued by the Reading Property
Maintenance Division prior to December 31, 2007 and has remained current shall be required to apply to the Zoning Administrator for a zoning permit prior to submitting an Application for a Rental Housing Permit. The Zoning Administrator shall make an initial determination as to whether the subject property is located within a zoning district where multi-family rental use is legally permitted as an allowed use or a use previously approved as a Conditional Use pursuant to subsection D of §27-1203 of the Zoning Ordinance, as amended.

(j) If the Zoning Administrator determines that the subject property is located within a zoning district where multi-family rental use is legally permitted in accordance with the foregoing provisions in Subsection A, it will be granted a zoning permit as a legally permitted use under the applicable zoning, subject to subsection B hereunder, and it will be required to comply with all of the provisions of this Chapter and any other applicable chapters as verified upon inspection by the Property Maintenance Division.

(jj) If the subject property had a valid “Housing Permit” as of December 31, 2007 but is determined to be located within a zoning district where multi-family rental use is not legally permitted in accordance with the foregoing provisions in Subsection A, it will be granted a zoning permit as a prior “non-conforming use” by the Zoning Administrator within the meaning of subsection B of §27-607 of the Zoning Ordinance and remain eligible for a Rental Housing Permit provided it conforms to the remaining requirements of the City of Reading Codes and Codified Ordinances.

E. The Zoning Administrator shall make a secondary determination as to whether the number of dwelling units present exceeds the number of units previously recorded for the premises in City records. A Rental Housing Permit will be denied until the property is modified to comply with the number of units previously recorded.

F. A zoning permit issued by the Zoning Administrator in accordance with Sections A and B hereinabove shall satisfy the requirements of §11-104. 1. G. and the issuance of a Rental Housing Permit shall be subject to compliance with the remaining provisions of §11-104. 1.

§11-105. Annual Renewal of Rental Housing Permit.

8. Effective January 2, 2012, each Rental Housing Permit shall be renewed by the registrant on or before the 1st of April in each and every calendar year regardless of when the original permit was issued in the previous year. If the 1st of April falls upon a Saturday, Sunday or holiday the deadline shall be the close of business on the next business day. Renewal of a Rental Housing Permit shall be made upon forms prescribed by the Property Maintenance Division and single copies of the same for each property address shall be made available to property owners at no charge. Submission of annual renewal forms shall be accompanied by payment of the specified renewal fee.

9. Annual Rental Housing Permit Renewal forms shall require the owner, in addition to the information specifically required in other provisions of this Chapter, to provide the following: (a) the name and policy number of the insurer providing liability and extended risk insurance coverage for the premises, (b) disclose and/or confirm the number, name and age of residents of dwelling unit in each building and the number of tenants residing in each dwelling unit, (c) the operational status of fire and smoke alarms, the operational status of fire escapes and emergency exits, if applicable, and (d) any changes or alterations to the interior or exterior structural and/or
mechanical components or systems of the building or any individual dwelling unit therein including repairs due to casualty loss, since the date of the issue of the Rental Housing Permit or the last renewal thereof, whichever is later. The Annual Permit Renewal forms shall further require the owner to verify that false statements therein made are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

10. Submission of Annual Renewal Forms after the April 1st deadline shall be subject to a surcharge of Three Hundred Dollars ($300) per rental unit for each month or fraction thereof following the said deadline. Said fees and surcharges shall constitute a lien upon the real property and the property owner shall be liable for payment of the same, together with attorneys’ fees, court costs and receipted costs of collection.

11. Failure to submit an Annual Renewal Form as required herein before July 1st in each and every year may result in the immediate revocation of the Rental Housing Permit.

12. In the event of revocation of the Rental Housing Permit, the property owner must file an Application for Reinstatement upon a form prescribed by the Property Maintenance Division and the filing of said application shall be accompanied by payment of all outstanding fees and surcharges.

13. Notwithstanding the filing of an Application for Reinstatement nothing herein shall prevent the City of Reading from undertaking legal action to enforce any other provision of the City of Reading Codified Ordinances, including action to enjoin any continued occupancy of the property by tenants residing therein and/or action to abate any nuisance, dangerous condition or other threat to the health and safety of the tenants residing therein or the general public.

14. In the event the Rental Housing Permit is revoked for a property that was previously approved for multi-family rental housing but designated a non-conforming use by the Zoning Administrator, failure of the owner to file an Application for Reinstatement of a Rental Housing Permit within six months of the date of revocation of the Rental Housing Permit as provided herein shall, in the absence of any showing of reasonable excuse or good cause, be considered an “abandonment” of such use in accordance with the provisions of §27-607 F and G of the Zoning Ordinance. The burden of proving reasonable excuse or good cause for a failure to file an Application for Reinstatement shall rest solely upon the property owner and the determination of the same can only be made upon a majority vote of City Council.

§11-106. Denial of Application for a Rental Housing Permit.

1. A Rental Housing Permit shall not be issued or renewed to any applicant if said rental unit, building or dwelling is not in compliance with the City of Reading Codified Ordinances including, but not limited to, City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1] and Zoning Ordinance [Chapter 27], or has failed an inspection, is in pending litigation for violations of the aforesaid Codified Ordinances or has been declared uninhabitable and/or condemned by the appropriate authority with jurisdiction.

2. The City may deny an application for a Rental Housing Permit if the applicant (or in the case of a corporate or similar entity, its owners or affiliates) has a demonstrable history on three or more occasions of failing to address cited code violations, including lack of utilities, that present immediate threats to human health and safety within the compliance period specified by
the Property Maintenance Division, currently has unresolved codes violations, or has any tax
delinquencies.

3. The City of Reading Property Maintenance Division is hereby authorized to placard and
condemn a property for which a Rental Housing Permit has not been obtained from the Property
Maintenance Division as required by this Part. Such action shall require the immediate vacation
of the property or vacation within a specific and reasonable period of time as determined by the
Property Maintenance Division in the exercise of its discretion

§11-107. Revocation of a Rental Housing Permit.

2. The City of Reading Property Maintenance Division shall, have the authority to revoke or
suspend the Rental Housing Permit of any rental unit, building, rooming house, or dwelling that it
determines within the reasonable exercise of its discretion to be uninhabitable by humans, and in
noncompliance with the City of Reading Codified Ordinances including, but not limited to, City
of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C],
Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code
[Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8],
Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter
20, Part 1], Health Code [Chapter 10, Part 1] and Zoning Ordinance [Chapter 27], or has failed an
inspection. A Rental Housing Permit may also be revoked if it is determined that the permit was
issued upon material misrepresentations, errors or omissions set forth in the application for
original issue renewal as applicable.

2. The City may revoke a Rental Housing Permit if the applicant (or in the case of a
corporate or similar entity, its owners or affiliates) has a record of chronic codes violations,
currently has unresolved codes violations, or has any tax delinquency.

3. A notice of a revocation of a Rental Housing Permit shall set forth the reason for the
revocation and shall be provided in writing to the last known owner of record.


1. It shall be the duty of each owner of a dwelling unit or rooming unit to notify the
Property Maintenance Division of any change in ownership of the property by providing a copy
of the new deed with a Certificate of Transfer affixed thereto in compliance with the requirements
of § 4-303 of Chapter 4 of the City of Reading Codified Ordinances, as amended.

2. A Rental Housing Permit issued hereunder does not attach to the real estate title and does
not pass or transfer to any person or entity who acquires ownership of the property upon which
the dwelling unit or rooming unit is situated. The prospective new owner of a property upon
which rental housing is permitted shall submit a completed application for a new Rental Housing
Permit to the Property Maintenance Division no later than 30 days prior to date scheduled for
final closing and transfer of title. Said application for a new Rental Housing Permit shall be
compliant with the applicable rules set forth in this Chapter and issuance of a new Rental Housing
Permit shall be further conditioned upon inspection of the premises by the Property Maintenance
Division and a determination of compliance of the premises with the applicable requirements of
the City of Reading Codified Ordinances.

3. Any owner of a rental unit governed by this Part who relocates or changes mailing
address shall file written notice of the same with the Berks County Assessment Office and the
City of Reading Property Maintenance Division within ten (10) days of such relocation or change in mailing address. Failure to provide such notice shall result in the imposition of a $150 penalty, which shall be payable within 15 days from the date of imposition.

4. The failure of a new owner or prospective new owner to make timely application for a new Rental Housing Permit as provided hereinabove shall result in the imposition of non-compliance surcharge of $1,000 per unit to the application fee. In addition, written notice of non-compliance shall be mailed to the new owner by first class and certified mail, return receipt requested, as well as by posting written notice in the form of a placard on the front entrance of the subject property. Said notice of non-compliance shall advise the owner of the non-compliance surcharge and the requirement to submit the Rental Housing Permit application within 15 days from the date of mailing and posting. Failure to submit a complete application within the prescribed time shall result in the assessment of a continuing non-compliance surcharge of $300 per unit per month or portion thereof until such time as a complete application for a required Rental Housing Permit is received by the Property Maintenance Division. Said surcharges shall constitute a lien upon the real property and the property owner shall be liable for payment of the same, together with attorneys’ fees, court costs and receipted costs of collection.

5. Upon payment of the fees and surcharges set forth in subsection 4 above, a property owner may make written request to the Director of the Department of Community Development for: (a) review of any fees or surcharges (including the calculation thereof) imposed upon a finding of non-compliance, or (b) for a separate administrative hearing to challenge or dispute a finding of non-compliance and/or the calculation of any fees or surcharges imposed as a result thereof. The Director of the Department of Community Development or his designee shall conduct any requested review of fees and surcharges. In the event an administrative hearing is requested the request shall be accompanied by a deposit of $500 as security for the payment of costs in the event findings and calculations by the Property Maintenance Division is affirmed. The administrative hearing shall be conducted by one of the independent hearing officers separately appointed by City Council to conduct hearings for conditional use applications in rental housing matters. The assignment of an independent hearing officer in response to the request shall be made by the City Clerk. The property owner will be notified in writing of the administrative hearing date, which shall be within 30 days of the request, and a written statement of findings of facts and conclusions of law shall be issued by the hearing officer within 15 days of said proceeding. The unexcused failure of the owner to appear for said hearing will result in the denial and dismissal of the challenge or dispute. The cost of the administrative hearing shall be borne by the City in the event the findings and calculations by City personnel are not fully affirmed.

§11-109. Inspection.

1. Initial Inspection.

C. If an initial application inspection is required pursuant to the provisions of this Chapter upon receipt of a fully completed application for a Rental Housing Permit and receipt of payment of the applicable fee the Property Maintenance Division shall within 10 days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than 30 days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the City inspector performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the inspector shall so advise the owner and report the same in writing to the City of Reading Property Maintenance Division. Upon receipt of such written report of
compliance and a determination that all other requirements have been met the Property Maintenance Division shall issue the Rental Housing Permit.

D. In the event the City’s inspector determines that the dwelling unit or rooming unit is in violation of one or more of the applicable provisions of the City of Reading Codes and Codified Ordinances, the Property Maintenance Division shall be instructed not to issue the Rental Housing Permit. Additionally, the City Official shall issue a notice of violation as provided in the appropriate Code. Further, if the violation is not corrected within the time frame established on the notice of violation the City Official shall commence the appropriate legal proceedings as permitted by the applicable Code. The owner shall notify the Property Maintenance Division of correction, remediation and/or abatement of the violation. Within 10 days of receipt of said notification from the owner, the Property Maintenance Division shall schedule a re-inspection of the dwelling unit or rooming unit to determine if the violations set forth in the notice of violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Property Maintenance Division and in so doing authorize issuance of the Rental Housing Permit. Occupancy of the dwelling unit or rooming unit is prohibited until a Rental Housing Permit is issued.

2. Renewal Inspections

A. An inspection of a rental unit as defined in this Chapter shall be performed by Property Maintenance Division if necessitated by reported changes to a rental unit on the Annual Rental Housing Permit Renewal form or, in the absence of reported changes, on a revolving basis not less than every 2 years nor more than 5 years from the date of last inspection pursuant to the City of Reading Rental Property Inspection Program.

D. If the Property Maintenance Division Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner, make the appropriate entry in the official records for the said property maintained by the Property Maintenance Division and issue an official certificate of compliance.

E. In the event the Property Maintenance Division Official performing the inspection determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Property Maintenance Division shall withhold the renewal of the Rental Housing Permit until the violations are corrected and the property is determined to be in compliance with the applicable Codes and Codified Ordinances. In addition, the City Official shall issue a Notice of Violation as provided for in the applicable provision of the Code and Codified Ordinances. Failure of the property owner to correct the specified violations within the time frame established on the Notice of Violation shall result in the revocation of the Rental Housing Permit and an authorized City Official shall commence the appropriate legal proceedings to enforce the applicable Code and Codified Ordinances including but not limited to action to vacate the dwelling unit or rooming unit as operation thereof is prohibited without a valid Rental Housing Permit. Nothing herein shall prevent the City from taking any other action authorized by §11-122 of this Chapter. In the event the property is vacated as a result of an order from the City Official it shall remain vacated until the Codes Official determines that the violations have remedied, corrected and/or abated. The owner shall notify the Property Maintenance Division of correction, remediation and/or abatement of the violation. Within 10 days of receipt of said notification from the owner, the Property Maintenance Division shall
schedule a re-inspection of the dwelling unit or rooming unit to determine if the violations set forth in the notice of violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Property Maintenance Division and in so doing authorize issuance of the Rental Housing Permit.

3. **Routine Inspection.** The Property Maintenance Division shall perform routine inspections on all dwelling units and rooming units subject to the provisions of the applicable City of Reading Codes and Codified Ordinances.

4. **Complaint Inspections.** Nothing in this Part shall preclude the Property Maintenance Division/Code Official from performing an inspection upon receipt of a complaint of violation of the City of Reading Codes and Codified Ordinances existing at the dwelling unit or rooming unit. Said inspections shall be in accord with the applicable Codes and Ordinances and regulations and policies established by the City of Reading Property Maintenance Division. A complaint of violation shall include but not be limited to a violation of a City of Reading Code or Ordinance, e.g., Property Maintenance Code [Chapter 5, Part 6] and/or disruptive conduct report.

5. **Search Warrant.** If any owner, occupant or other person in charge of a structure subject to the provisions of this Part refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to every part of the structure or premises where inspection authorized by this Part is sought, the administrative authority, Property Maintenance Division, shall promptly apply for an administrative search or inspection warrant to a court of competent jurisdiction and shall supply all necessary affidavits and testimony to indicate that there is a reasonable or probable cause to conduct an inspection.

6. **Notice.** All notices scheduling an inspection shall be mailed via regular mail to the owner of record with a copy mailed via regular mail to the local responsible agent.

8. **Failure to Appear for Inspection.** If the owner or authorized agent cannot be available at the proposed time, said owner or authorized agent, shall provide no less than 24-hour written notice to the Property Maintenance Division. Upon failure to give such written notice or upon failure to gain entry, an administrative fee of $150 will be assessed against the owner failing to supply written notice or appear. If the property owner or authorized agent fails to appear for the second scheduled inspection an administrative fee of $250 will be assessed against the property owner. If the property owner or authorized agent fails to appear for the third scheduled inspection, the Property Maintenance Division shall assess an administrative fee of $400 and may placard the subject property and/or promptly seek an administrative search or inspection warrant from a court of competent jurisdiction by supplying all necessary affidavits and testimony in support thereof.

§11-110. Rental Housing Permit.

Upon compliance by the owner of the dwelling unit or rooming unit of the requirements of this Part, the City of Reading Property Maintenance Division shall issue a Rental Housing Permit on an official form containing the letterhead of the City of Reading Property Maintenance Division and a facsimile of the Official Seal which shall include but not be limited to the following:

J. Name, mailing address and telephone number (business and mobile) of owner.
K. Name, mailing address and telephone numbers (business and mobile) of local authorized agent.

L. Number of dwelling units-permitted

M. Date of last application inspection.

N. Date of last inspection.

O. A place for date and initials of Code Official indicating performance of a routine or complaint inspection and whether or not violations were found.

P. Date of issuance of permit.

Q. Date of required renewal of permit.

R. Printed name of person issuing permit.

§11-111. Posting of the Rental Housing Permit.

The Rental Housing Permit or an identical, clear and legible photocopy thereof shall be conspicuously posted and maintained in the front entryway, vestibule or other main entrance area of the dwelling unit or rooming unit so that the same is visible and observable from outside the building at the front of the property by City Code, Property Maintenance Division, or emergency personnel.

§11-112. Reserved.

§11-113 Occupation of Premises Without Rental Housing Permit.

1. **Prohibition.** It shall be unlawful for the owner of any dwelling unit or rooming unit or any agent thereof to allow, rent, lease or let or otherwise permit occupancy of any dwelling unit or rooming unit by another or to represent to the general public that such dwelling unit or rooming unit is for rent, lease, let or occupancy unless a current Rental Housing Permit is obtained for such dwelling unit or rooming unit.

2. **Surcharge.** In the event an authorized City official determines that a dwelling or rooming unit is being occupied unlawfully under this Chapter a non-compliance surcharge of $1,000 per unit shall be imposed to the application fee and written notice of non-compliance shall be mailed to the owner by first class and certified mail, return receipt requested, as well as by posting written notice in the form of a placard on the front entrance of the subject property. Said notice of non-compliance shall advise the owner of the non-compliance surcharge and the requirement to submit the Rental Housing Permit application within 15 days from the date of mailing and posting. Failure to submit a complete application within the prescribed time shall result in the assessment of a continuing non-compliance surcharge of $300 per unit per month or portion thereof until such time as a complete application for a required Rental Housing Permit is received by the Property Maintenance Division. Said surcharges shall constitute a lien upon the real property and the property owner shall be liable for payment of the same, together with attorneys’ fees, court costs and receipted costs of collection.
3. **Review and Hearing.** Upon payment of the fees and surcharges set forth in subsection 2 above, a property owner may make written request to the Director of the Department of Community Development for: (a) review of any fees or surcharges (including the calculation thereof) imposed upon a finding of non-compliance, or (b) for a separate administrative hearing to challenge or dispute a finding of non-compliance and/or the calculation of any fees or surcharges imposed as a result thereof. The Director of the Department of Community Development or his designee shall conduct any requested review of fees and surcharges. In the event an administrative hearing is requested the request shall be accompanied by a deposit of $500 as security for the payment of costs in the event findings and calculations by the Property Maintenance Division is affirmed. The administrative hearing shall be conducted by one of the independent hearing officers separately appointed by City Council to conduct hearings for conditional use applications in rental housing matters. The assignment of an independent hearing officer in response to the request shall be made by the City Clerk. The property owner will be notified in writing of the administrative hearing date, which shall be within 30 days of the request, and a written statement of findings of facts and conclusions of law shall be issued by the hearing officer within 15 days of said proceeding. The unexcused failure of the owner to appear for said hearing will result in the denial and dismissal of the challenge or dispute. The cost of the administrative hearing shall be borne by the City in the event the findings and calculations by City personnel are not fully affirmed.

§11-114 Owner and Occupant Duties.

7. **Owner's Duties.**

   A. It shall be the duty of every owner and operator, authorized agent or manager to keep and maintain all rental units in compliance with all applicable codes and provisions of all applicable State laws and regulations and local ordinances, and to keep such property in good and safe condition and to be aware of, and to act to eliminate disruptive conduct in such rental units.

   B. It shall be unlawful for any person or entity to conduct or operate or cause to be rented either as owner, operator, responsible agent or manager any rental unit within the City of Reading without a valid and current Rental Housing Permit.

   C. It shall be the responsibility of every owner, operator, authorized agent or manager to employ policies and manage the rental units under his/her control in compliance with the provisions of this Chapter, the City Codes and Codified Ordinances and applicable State laws.

8. **Tenant/Occupant Duties**

   A. The occupant(s) shall comply with all obligations imposed unto by this Part and by the City of Reading Codified Ordinances including, but not limited to, Chapter 2, Animals, Chapter 3, Bicycles, Chapter 5, Code Enforcement, Part 6, Property Maintenance Code, Chapter 6, Conduct, Chapter 10, Health and Safety, Chapter 15, Motor Vehicles and Traffic, Chapter 20, Solid Waste, and Chapter 21, Streets and Sidewalks, as well as all State laws and regulations.

   B. The occupant(s) shall conduct themselves and require other persons including, but not limited to, guests on the premises and within their rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the
premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.

C. The occupant(s) shall not engage in, nor tolerate, nor permit others on the premise to cause damage to the rental unit or engage in disruptive conduct, or other violations of this Part, City Codes or applicable State laws.

D. Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed.

§11-115. Owners Jointly and Severally Responsible.

If any regulated dwelling unit or rooming unit is owned by more than one person, in any form of joint tenancy, as a partnership, corporation or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Part and shall be severally subject to prosecution for the violation of this Part.

§11-116 - Fees for Rental Housing Permit

Fees for Rental Housing Permits, Surcharges and Administrative Fees

2. Fee Schedule

Fees required for an application for, and annual renewal of, a Rental Housing Permit, as well as inspection-related and other applicable fees shall be established by City Council and included on the City’s fee schedule.

3. Prosecution of Violation.

Notwithstanding the above, nothing will prevent the Property Maintenance Division from commencing a summary offense criminal action via the issuance of a non-traffic citation for sections of Chapter 11 in accord with the Pennsylvania Rules of Criminal Procedure in the court of appropriate jurisdiction and the violations shall be deemed a strict liability offense.

§11-117 - Vacant Property Registration

4. A property that is a "vacant property" as defined in §11-102 herein shall be registered by the property owner or authorized agent with the City of Reading Property Maintenance Division on a Vacant Property Registration form prescribed by the Property Maintenance Division.

5. The registration of a vacant property with the Property Maintenance Division shall be required within 10 days of the subject property becoming a "vacant property" as provided herein and shall be accompanied by the payment of the applicable registration fee.

6. Each and every property registered as vacant property pursuant to the provisions herein shall be subject to inspection and verification by the Property Maintenance Division at any time during the original registration period or during any period of renewal thereof.
4. Vacant property registrations shall be valid for not more than 180 days and are required
to be renewed on or before 180 days on a form prescribed by the Property Maintenance Division.
Payment of the applicable registration renewal fee shall be required at the time of renewal.
5. Any change in the structural condition or integrity of a vacant property shall be reported
in writing to the Property Maintenance Division within 7 days of such change.
6. Nothing herein shall prohibit a property owner from voluntarily registering a property as
a vacant property prior to the expiration of 90 day-period of non-occupancy.

§11-118 Tenant Information.

1. In addition to supplying information of the tenants of the dwelling unit or rooming unit
on the initial or renewal application for a Rental Housing Permit the owner, on or before April 1
and September 1 of each year, shall provide to the City of Reading Property Maintenance
Division on a form prepared and provided by said Division information of all tenants or other
persons, including children under 18 years of age, occupying the dwelling unit or rooming room
for which they are required to have a Rental Housing Permit, the full name, unit, floor or
apartment number/designation and term of lease, date of entry and anticipated departure date.
Landlord shall further indicate on said form if the dwelling unit or rooming unit is student
housing and if said tenants are students.
2. The owner shall notify the City of Reading Property Maintenance Division of changes in
the tenant listing within 10 days of such change by submitting an updated tenant listing on the
form prepared and provided by the Property Maintenance Division. In so doing, the owner shall
notify the City of the name of the person who is no longer residing at the dwelling unit or
rooming unit.
3. If the owner has reason to believe that such disclosure may jeopardize the personal safety
and well-being of a tenant or occupant and provides the Property Maintenance Division with such
information and documentation to support such belief as may be reasonably required by the
Property Maintenance Division, such disclosure shall not be required.
4. Failure to provide the required information or failure to update such information as
required by this Part are hereby made subject to the penalties set forth in this Part.

§11-119 Official Notices.

All official notices, excluding notice of inspection, including, but not limited to, notices of
violation relating to a dwelling unit or rooming unit shall be mailed to or personally served on the
owner with a copy to the registered, authorized agent. All official notices, excluding notice of
inspection which shall be in the manner set forth herein, shall be by first class mail to the address
of record of the owner and registered, authorized agent and posting of the dwelling unit or
rooming unit. The address of record of the owner shall be that provided to the Property
Maintenance Division and in the absence of the same the address provided by the County of
Berks. Any owner change of address must be performed through the County of Berks
Assessment Office. The address of record of the authorized agent shall be that provided by the
owner on the most recent permit application. It is the responsibility of the owner to change the
address thereof or the identity or address of the authorized agent per the requirements hereof.
There shall be a rebuttable presumption that any notice required to be given under this Part shall
have been received by owner and/or local responsible agent if the notice was given in the manner
provided. A claim of lack of knowledge by the owner of any violation hereunder or City of
Reading Codes shall not be a defense to license nonrenewal, suspension or revocation
proceedings as long as all notices prerequisite to institution of such action were given and deemed received in accord with the applicable provisions of this Part.

§11-120. **Placarding and Condemnation**

The City of Reading Property Maintenance Division is hereby authorized to placard and condemn thereby requiring the immediate vacation, or within the discretion of the Property Maintenance Division, vacation within a specific and reasonable amount of time for vacation of a property that is being rented and for which a Rental Housing Permit has not been obtained or for which an inspection has not been performed or completed by the Property Maintenance Division as required by Section 109 of this Chapter.

§11-121. **Disruptive Conduct.**

4. **Investigation and Report of Disruptive Conduct.** Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a Disruptive Conduct Report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed form. A copy of the Disruptive Conduct Report shall be given or mailed to the occupant and mailed to the owner within 10 working days of the occurrence of the alleged disruptive conduct.

2. **Appeals.** The occupant and/or owner shall have 10 working days from the date of receipt of a Disruptive Conduct Report to appeal the contents of said Disruptive Conduct Report. The appeal shall be made in writing and submitted to the Administrator of the Property Maintenance Division. An appeal of the second disruptive conduct report within a 12-month period shall stop the eviction proceedings against the occupant(s) until the appeal is resolved, only if the eviction proceedings were a direct result of the second Disruptive Conduct Report.

3. **Eviction.** After two disruptive conduct incidents in any 12-month period by an occupant documented by Disruptive Conduct Reports, the owner shall have 10 working days from the date of the written notice to begin eviction proceedings against the occupant(s) and pursue the same through any appeal to the Berks County Court of Common Pleas if reasonably requested by the Property Maintenance Division. This subsection is not intended to limit or inhibit the owner's right to initiate eviction action.

4. **Suspension or Revocation of Rental Housing Permit.** Failure of an owner or local authorized agent to take action required in subsection (3) above will result in the commencement of the process to suspend a Rental Housing Permit in accordance with per the process established herein, notwithstanding any other requirements therefore.

5. **Reinstatement of Rental Housing Permit.** The rental unit involved shall not have its Rental Housing Permit reinstated until the applicable reinstatement fee is paid and the disruptive occupants have been evicted, the Housing Board of Appeals has ruled in the occupant's favor, the Housing Board of Appeals has ruled in the owner's favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court thereby preventing their eviction. Notwithstanding this subsection, if there are violations assessed against the owner per the provisions of this Part which require suspension or revocation, a Rental Housing Permit shall not be reinstated until compliance with the requirements therefore have occurred.

6. **Report Against All Occupants.** The content of the disruptive conduct report shall count against all occupants of the rental unit. The content of the disruptive conduct report shall not
count against all occupants of the rental unit if the complaint is initiated by one of the rental unit occupants. More than one Disruptive Conduct Report filed against the occupants of a rental unit in a 24-hour period shall count as a single disruptive conduct report for the purpose of the preceding subsection.

7. Maintenance of List of Disruptive Conduct Report Tenants and Occupants and Evicted Occupants. The Codes Enforcement Office shall maintain a list of the names of all occupants and tenants against whom a Disruptive Conduct Report is issued as a result of this Part. The Property Maintenance Division shall also maintain a list of all occupants and tenants evicted as a result of this Part. The names shall remain on the list for a period of 5 years.

8. Appeals. Any person aggrieved by any decision of a police officer or public officer in regard to a Disruptive Conduct Report or the revocation of a Rental Housing Permit resulting therefrom may appeal to the Housing Board of Appeals. Such appeal must be filed with the appropriate fee with the Administrator of the Property Maintenance Division in writing, within 10 working days from the date of receipt of the disruptive conduct report or notice of revocation.

§11-122. Housing Board of Appeals.

1. Appeals. Any person aggrieved by any decision of a police officer or public officer in regard to a disruptive conduct report or the suspension, nonrenewal, denial or revocation of a Rental Housing Permit may appeal to the housing Board of Appeals. Such appeal must be filed, in writing, with the Administrator of the Property Maintenance Division, with the appropriate filing fee within 10 working days from the date of receipt of the disruptive conduct report or notice of revocation.

5. Organization.

I. Membership. The Housing Board of Appeals shall be a body of seven members consisting of: the Managing Director or his/her designee who shall serve as Chairperson; a Councilperson, Administrator of the Property Maintenance Division or their designee; the Chief of Police or his/her designee; an owner of a rental unit(s) in Reading; an occupant of a rental unit residing in the City of Reading; and a member of a community group recognized by the City of Reading.

J. Alternates. There shall be three alternate members; an owner, an occupant of a rental unit residing in the City of Reading and a member of a community group recognized by the City of Reading.

K. Appointment. All members of the Board shall be appointed by the Mayor with the advice and consent of the Council of the City of Reading, with the exception of the Council Member, who shall be appointed by the Council President.

L. Term. A member or alternate member shall serve a term of not more than 3 years from the time of appointment or reappointment or until his/her successor shall take office. Members and alternates of the initial board shall be appointed to staggered terms of 1, 2 and 3 years.

M. Powers of Designee and Alternates. Designees and alternate members may be requested to attend meetings in absence of a regular member and shall have all the powers of a regular member at such meetings.
N. **Oaths and Subpoenas.** The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by the parties.

O. **Quorum and Majority Vote.** Four members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.

P. **Removal of Members.** Any member may be removed for misconduct or neglect of duty or for other just cause by a majority vote of Council taken after the member has received 15 days advance notice of the intent to take such vote. Failure of a member to attend three consecutive regular meetings of the Board will constitute grounds for immediate removal from the Board by City Council. Failure of a member to attend at least 50% of the regular meetings of the Board in a calendar year will constitute grounds for immediate removal from the Board by City Council. The Chairperson of the Board shall inform the City Clerk in writing when a member has failed to comply with this attendance policy. Following such notification, City Council may vote to remove the member and seek applicants to fill the vacant position.

6. **Powers.** The Board shall have the following powers:

A. **Promulgate Rules and Regulations.** To adopt and administer the rules of procedure regarding its organization, officers (except the Chairperson), times and places of meetings, conduct of meetings and other legal procedures relating to the hearing and determination of appeals and other matters within the Board's jurisdiction.

B. **Hear and Decide Appeals.** To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the police officer or public officer in the enforcement of the provisions of this Part.

C. **Grant Modification or Variance.** To modify any notice of violation or order and to authorize a variance from the terms of this code when because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code.

D. **Grant Extension of Time.** To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code [Chapter 5, Part 6] and other applicable sections of the City of Reading Codified Ordinances of any order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period.

E. **Timeliness.** In exercising the above-mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall file its decision within 10 working days after the appeal hearing.

F. **Oaths and Subpoenas.** The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by parties.

G. **Authority.** The Board may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and, to that end, shall have all the powers of the police officer or public officer; provided, however, that the
Housing Board of Appeals, in its determination, shall be bound by this Part and shall not ignore the clear provisions and intent of this Part.

10. **Effect of Appeals.** Any decision or order issued under, per and in accord with this Part, shall be held in abeyance upon the timely filing of an appeal thereof with the Housing Board of Appeals. Said abeyance shall include, but not be limited to, revocation, suspension, denial or nonrenewal of a Rental Housing Permit until the appeal is resolved. An appeal of the two disruptive conduct reports within a 12-month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the second disruptive conduct report.

11. **Enforcement upon Resolution of Appeal of Housing Board.** If this appeal is of a second disruptive conduct report and the decision of the police officer or public officer has been affirmed, within 10 working days and time for compliance as required by the decision of the Housing Board of Appeals, the public officer shall re-inspect to determine compliance as to whether the occupant has voluntarily moved from the premises or the owner has initiated eviction proceedings. If, when so required by a second disruptive conduct report, the occupant has not voluntarily moved or the owner has not initiated eviction proceedings, and for compliance as required by the decision of the Board has expired, the public officer shall institute revocation of the Rental Housing Permit pursuant to the provisions set forth in this Part.

§11-123. Appeal to Court of Common Pleas.

Any person, including the police officer or public officer for the City, aggrieved by any decision of the Housing Board of Appeals, may appeal to the Court of Common Pleas of Berks County. Such appeal shall be made by a duly verified petition in accord with the Pennsylvania Rules of Civil Procedure and shall set forth the factual and legal basis upon which the decision of the Board is alleged to be incorrect or illegal, in whole or in part. Said petition shall be filed with the Court of Common Pleas within 30 days after service of the decision. Notice of the appeal shall be served upon all parties to the appeal before the Housing Board of Appeals, including the Board and City of Reading, at the time of its filing. An appeal to the Court of Common Pleas of a decision of the Housing Board of Appeals shall not hold automatically stay enforcement of the Board’s decision.

§11-124. Share Information.

The City of Reading Property Maintenance Division is authorized to share any and all information obtained under this Code with the other Departments and Divisions of the City of Reading.

§11-125. Compliance with Other City of Reading Ordinances

Every owner of every dwelling, in addition to the provisions set forth herein, shall comply with the provisions (sections) of all other applicable City Ordinances including, but not limited to, the International/City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1], and Zoning Ordinances [Chapter 27].
AN ORDINANCE OF THE CITY OF READING CODIFIED ORDINANCES AMENDING CHAPTER 1, “ADMINISTRATION AND GOVERNMENT” BY ADDING PART 12, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE PURPOSE OF CREATING A COALITION TO ADDRESS THE MS4 PERMIT REQUIREMENTS FOR THE WYOMISSING CREEK WATERSHED.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1.  Amendment.

The City of Reading Codified Ordinances, Chapter 1 – “Administration and Government” is amended and supplemented to add a new Part 12, “Intergovernmental Cooperation Agreement for the Wyomissing Creek Watershed Coalition” to read as follows:

PART 12

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE PURPOSE OF CREATING AND JOINING THE WYOMISSING CREEK WATERSHED COALITION

§ 1201.  Grant of Power.

This Ordinance is enacted pursuant to authority granted in the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996 (53 PA. C.S.A. §2301 et seq.) as amended.

§ 1202.  Agreement.

By enactment hereof, City Council hereby approves entering into the Wyomissing Creek Watershed Stormwater Coalition Cost-Sharing and Cooperation Agreement ("Agreement") in substantially the form attached to this Ordinance, and authorizes and directs the Mayor to execute and the Secretary of the Borough to attest such Agreement.
§ 1203. Duration of Agreement.

The initial term of the Agreement shall be for the initial permitting period by and any extension thereof and shall continue for additional permitting periods thereafter unless and until the City terminates its participation in the Coalition.

§ 1204. Purpose and Objectives.

The City of Reading, the Borough of Wyomissing, Township of Cumru, the Borough of Mohnton, the Borough of Shillington, the Township of Spring, and the Borough of West Reading (the “Participating Municipalities”), have negotiated an Agreement whereby and whereunder as Participating Municipalities in the Wyomissing Creek Watershed to create a Coalition to coordinate and cost share the implementation of the TMDL for the Wyomissing Watershed per MS4 permitting regulations of Pennsylvania Department of Environmental Protection on behalf of the United States Environmental Protection Agency for the Wyomissing Creek Watershed.

§ 1205. Financing.

The City shall initially contribute $5000 and thereafter an equal share based upon assessment by the Coalition in accordance with the provisions of the Agreement referred to above.

§ 1206. Organizational Structure.

Each Participating Municipality shall appoint one member to serve on a Steering Committee which shall direct the Coalition. Additional terms on the organizational structure are set forth in Paragraphs 11 through 16 of the Agreement.

§ 1207. Real and/or Personal Property.

All property shall be acquired, managed, or disposed of pursuant to the Agreement in accordance with the terms of the Agreement. No acquisition of real property or real estate is authorized.
§ 1208. Employees.

No new entity has been created by the Agreement that would require employees. The utilization of municipal consultants to be compensated is anticipated in the Agreement. The Coalition is therefore empowered to enter into contracts for such consultants.

SECTION 2. Repeal of Ordinances. All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

SECTION 3. Any court determination that a portion of an amended section is unconstitutional or invalid shall not affect the remaining portion of said section or other ordinance sections.

SECTION 4. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor’s veto.

Adopted__________________, 2012

_________________________________
Council President

Attest:

_________________________________
City Clerk

Submitted to Mayor: ____________
Date: ____________

Received by the Mayor’s Office: ____________
Date: ____________

Approved by Mayor: ____________
Date: ____________

Vetoed by Mayor: ____________
Date: ____________
WYOMISSING CREEK WATERSHED STORMWATER COALITION

COST-SHARING AND COOPERATION AGREEMENT

This agreement, is made by and between the Participating Municipalities of the Wyomissing Creek Watershed Stormwater Coalition (hereinafter, “the Coalition”), as set forth below.

BACKGROUND

WHEREAS, the Wyomissing Creek Watershed consists of the following municipal units:

The Township of Brecknock, a second-class Township incorporated under the laws of the Commonwealth of Pennsylvania;

The Township of Cumru, a first-class Township incorporated under the laws of the Commonwealth of Pennsylvania;

The Borough of Monton, a municipal corporation incorporated under the laws of the Commonwealth of Pennsylvania;

The Borough of Shillington, a municipal corporation incorporated under the laws of the Commonwealth of Pennsylvania;

The City of Reading, a third-class City incorporated under the laws of the Commonwealth of Pennsylvania;

The Township of Spring, a second-class Township incorporated under the laws of the Commonwealth of Pennsylvania;

The Borough of West Reading, a municipal corporation incorporated under the laws of the Commonwealth of Pennsylvania;

The Borough of Wyomissing, a municipal corporation incorporated under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Township of Brecknock has elected not to join the Coalition; and

WHEREAS, all of the other municipal units that comprise the Wyomissing Creek Watershed, listed above, have agreed to join the Coalition and form the Participating Members; and

WHEREAS, all of the aforesaid Municipalities are subject to the National Pollutant Discharge Elimination System general permit for stormwater discharges from regulated small municipal separate storm sewer systems permit (MS4 permit) process
administered by the Pennsylvania Department of Environmental Protection, which requires a significant reduction of the amount of sediment, and by proxy, the instantaneous quantity of stormwater discharged to the Wyomissing Creek to comply with the Wyomissing Creek TMDL (Total Maximum Daily Load); and

WHEREAS, MS4 permit regulations require TMDL implementation plans to be coordinated and complied with on a regional or watershed basis; and

WHEREAS, the Participating Municipalities wish to enter into this agreement to provide cost sharing and cooperation in assessing the impact of the MS4 permit on their communities; and

WHEREAS, the Participating Municipalities wish to facilitate the coordination of projects spanning portions of the watershed that incorporate the entire span of the watershed, and/or spans of the watershed that cross the boundaries of multiple Participating Municipalities; and

WHEREAS, the Participating Municipalities wish provide support in the preparation of the MS4 permitting regulations; and

NOW, THEREFORE, in consideration of the above and with the intention to be legally bound hereby, the Participating Municipalities do agree to the following terms;

TERMS

Definitions

PARTICIPATING MEMBERS- The following municipal units are the Participating members of this Coalition: the Township of Cumru, the Borough of Mohnton, the Borough of Shillington, the City of Reading, the Township of Spring, the Borough of West Reading, the Borough of Wyomissing.

PERMITTING PERIOD- The time period provided under an MS4 permit, including any extensions provided by the Department of Environmental Protection under The Clean Streams Law (35 P. S. §§ 691.1—691.1001) and sections 1905-A, 1917-A and 1920-A of The Administrative Code of 1929 (71 P. S. §§ 510-5, 510-17 and 510-20).

Steering Committee

1. At the beginning of each permitting period, each Participating Member shall designate a public official to serve as a member of the Steering Committee.

2. The Steering Committee shall select one of its members to serve as the Steering Committee’s chairperson.

3. All Participating Members shall communicate through the Steering Committee.

Budget
4. The Coalition’s project budget shall have an initial cap of ______________ on fees, costs and expenses. This intended cap, however, may be increased upon written notification to all participating municipalities, with a detailed accounting of the expenditures within the initial cap.

5. Each Participating Municipality shall contribute an equal share to the budget.

6. Each Participating Municipality shall pay its equal share contribution within thirty (30) days of joining the Coalition.

7. All fees, costs, and expenses associated with the Project shall be reviewed and managed by the Steering Committee.

8. The Coalition shall elect one Participating Member to collect the costs from each member and establish an account to hold all Coalition funds,

9. Each Participating Member shall be responsible for its own out of pocket costs and solicitor fees attendant to their involvement with the Project.

Meetings

10. The Coalition shall hold regular meetings which shall take place on the __________ of every __________.

11. All meetings must have a Quorum consisting of a member of the Steering Committee of five of the seven members present; if a Quorum is not present at the start of the meeting, the meeting shall be delayed or rescheduled.

12. At the outset of each meeting, an official from one of the Participating Members shall agree to keep minutes that record all meeting activity.

13. Any decision affecting the allocation of Coalition funds or directing the Coalition to perform any act that is either not contemplated in this agreement, or exceeds the terms of this agreement, shall require a majority vote of the Participating Members present at the meeting.

Membership

14. In addition to the initial Participating Members, the Coalition can add an additional Participating Member upon a majority vote as described in Paragraph 13, above.

15. If at any time, a Participating Member wishes to end its participation in the project, it shall give the Chairperson of the Steering Committee thirty (30) days written notice that it no longer wishes to participate.
16. In no event shall any funds already contributed to the Coalition be refunded to a Participating Member that seeks to end its participation in the Coalition, solely on the basis that it has ended its participation.

17. Each of the Participating Members may re-evaluate the terms of their participation in this agreement at the end of the most recent permitting period, including any extensions to the permitting period.

18. In addition to the Participating Members, the Coalition shall have the authority to add ex-officio members by a majority vote.

19. Ex-officio members may include, but are not limited to, conservation districts or municipal consultants.

**Miscellaneous Provisions**

20. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

21. This Agreement represents the entire agreement between the parties hereto. Any amendment to this Agreement shall be in writing and must be signed by all parties hereto in order to be valid and enforceable.

(Signatures of all Participating Members on following page)
INTENDING to be legally bound hereby, the following Participating Municipalities agree to participate in the Wyomissing Creek Watershed Stormwater Coalition, and abide by the terms of the Agreement:

ATTEST: ___________________________ MUNICIPALITY: ___________________________

_______________________________

ATTEST: ___________________________ MUNICIPALITY: ___________________________

_______________________________

ATTEST: ___________________________ MUNICIPALITY: ___________________________

_______________________________

ATTEST: ___________________________ MUNICIPALITY: ___________________________

_______________________________

ATTEST: ___________________________ MUNICIPALITY: ___________________________

_______________________________