



CITY COUNCIL

Committee of the Whole

Monday, March 25, 2013

Council Office

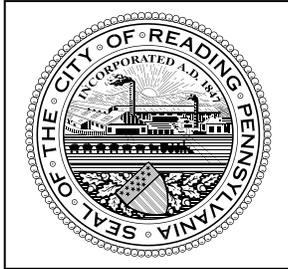
5:00 pm

Agenda

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

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

- I. Update on Gas Meter Issue (excerpts from previous discussions attached)**
- II. Review, Prioritize and Amend Lease Agreements for City owned properties used by outside organizations (sample attached)**
- III. Agenda Review**



COMMITTEE of the WHOLE

CITY COUNCIL

MINUTES
March 11, 2013
5:00 P.M.

COUNCIL MEMBERS PRESENT:

D. Sterner, S. Marmarou, D. Reed, R. Corcoran, M. Goodman-Hinnershitz, J. Waltman

OTHERS PRESENT:

L. Kelleher, S. Katzenmoyer, C. Younger, D. Cituk, C. Snyder, M. Bembenick, V. Spencer, L. Murin, E. Lloyd,

The Committee of the Whole meeting was called to order at 5:07 pm by Council Vice President Goodman-Hinnershitz.

I. Appointments to Boards, Authorities, and Commissions

Ms. Kelleher explained that she left this topic on the agenda as Ms. Goodman-Hinnershitz requested the topic and was not in attendance at the last meeting.

Ms. Goodman-Hinnershitz stated that the eligibility of applicants was discussed at the Charter Training sessions. She questioned if the Charter requirements were reviewed by the Nominations & Appointments Committee when recommendations are made.

Charter section 1002 (a) was reviewed. Ms. Goodman-Hinnershitz suggested sending a request for an Advisory Opinion to the Charter Board noting those who may be appointed to each City board, authority or commission (BAC). Ms. Reed and Mr. Corcoran agreed.

Ms. Goodman-Hinnershitz requested that Ms. Kelleher draft the Advisory Opinion and have Council review before it is sent.

Mr. Marmarou questioned the ability of the Mayor to make appointments without Council approval. Ms. Kelleher explained that this is for the Parking Authority only and that this ability is provided State Statute.

Mr. Acosta arrived at this time.

Ms. Goodman-Hinnershitz suggested that the Advisory Opinion also note which BACs are governed by State law and which are governed by the Charter for clarification purposes.

Mr. Younger noted the need for the Advisory Opinion to list the specific BACs being addressed. Ms. Goodman-Hinnershitz suggested including all BACs. She stated that this Advisory Opinion can then be used by the Nominations & Appointments Committee as guidelines for appointment recommendations.

Ms. Goodman-Hinnershitz also suggested a legal opinion on the appointment of Mayoral staff to authorities. Mr. Younger stated that he has already opined on this issue and that State law allows it.

Mr. Lloyd stated that the Recreation Commission contains elected officials. Ms. Katzenmoyer stated that this Commission was created by an inter-municipal agreement. Mr. Younger stated that the Charter Board has already issued an Advisory Opinion on this matter and that it is allowable.

II. Review, Prioritize, and Amend Lease Agreements for City-owned Properties used by Outside Organizations

- Egelman's Baseball Field

Mr. Acosta questioned the status of the Lease Agreement for Egelman's baseball field. Ms. Snyder stated that the draft is being introduced this evening and is attached to the agenda for Council's review. She stated that the term of the Lease is June 1, 2013 through December 1, 2013 and requires the organization to pay all utilities. She stated that it is a short term lease to field a City team in 2013 and that the Administration will make a recommendation to Council for any future lease of this facility.

Mr. Marmarou questioned if a schedule was provided. Ms. Snyder stated that it was not as the schedule is not yet finalized. She stated that this Lease allows the City to schedule use of this baseball field when it is available.

Mr. Marmarou stated that no schedules are available at this time. He noted the need to search for another organization to oversee this field for 2013. He stated that this organization charged fees to groups using the field for electricity when these expenses were paid by the City.

Mr. Waltman noted that this short term lease is a good transitional move. He noted the need to begin searching for the 2014 organization in December 2013.

Mr. Acosta questioned if financial statements were requested. Ms. Snyder stated that they were.

Mr. Marmarou questioned what the consequence would be if they were not supplied. Mr. Younger stated that this would constitute a breach of contract.

Mr. Sterner noted his agreement with Mr. Waltman. He stated that this is the best approach and that this organization has been dedicated to City youth for many years.

Ms. Reed expressed the belief that this is a feasible compromise.

Ms. Goodman-Hinnershitz noted the need for the City to clarify language in lease agreements and begin better common practices.

Ms. Katzenmoyer explained that the standard lease agreement language that Council has been requesting is attached to the Committee agenda. She requested that Council review the language and send their comments to her so that the Law office can make adjustments.

- Angelica

Ms. Goodman-Hinnershitz questioned the status of the Agreements with the Conservancy and Alvernia for this park. Ms. Snyder stated that the City is waiting for a response from the Conservancy.

- Pagoda

Mr. Acosta questioned where this stands in relation to the recent health issues of Mr. McMahon. Ms. Goodman-Hinnershitz explained that Mr. McMahon is hospitalized but

is stable and will be moved back to the US when he is able. She stated that he is still in Costa Rica.

Mr. Acosta questioned how this issue will move forward during this time. Mr. Spencer stated that his concerns have been given to Council.

Mr. Acosta questioned when the Foundation will address the issues. Ms. Goodman-Hinnershitz stated that Mr. Olsen has been working with Ms. Snyder to schedule a meeting. She stated that she has requested the assistance of Mr. Cituk.

Mr. Cituk explained that he volunteered to review the financial information and prepare financial statements, not as City Auditor but as Dave Cituk, City resident. He expressed the belief that all want to see the Pagoda live and grow. He noted his need to be careful in this volunteer position as it contains City financial implications.

Mr. Acosta stated that Council supports the Pagoda. He stated that he wanted it to be clear that Council is not ignoring this issue and that work must be done to clarify the issues and address the Mayor's concerns. He noted the need to treat all organizations equally and not have different standards for different organizations.

Ms. Goodman-Hinnershitz explained that the documents discussed in the past were done so in executive session. She stated that she questioned the release of the documents to the Pagoda Foundation and was advised against releasing them by the City Solicitor. Mr. Younger agreed.

Mr. Lloyd stated that these documents were already provided to Mr. McMahon.

Mr. Waltman noted his concerns when the Public Works, Public Safety, and Neighborhood Services Committee discussed this agreement. He stated that all concerned parties must meet and plan, including financially.

Ms. Goodman-Hinnershitz stated that the Foundation has met and are working to address the concerns.

Mr. Waltman questioned when the meeting with the Administration would take place. Ms. Snyder stated that it would occur when Mr. McMahon is available and the financial statements have been prepared.

Ms. Goodman-Hinnershitz noted the need to hold this meeting sooner than that.

Mr. Waltman agreed and stated that it is important to move this issue forward. He stated that operational needs, capital needs, goals, etc are needed and that all must be comfortable with the situation before an agreement can move forward.

Mr. Spencer stated that there are mainly two concerns. He questioned how to move forward and address the financial concerns and noted the need to understand the financial transactions.

Mr. Waltman questioned how to move forward to resolve these issues. Ms. Goodman-Hinnershitz stated that Mr. Olsen is working to address the issues in the absence of Mr. McMahon. She stated that he has been trying to schedule a meeting with the Administration and has so far been unsuccessful. She stated that Mr. Cituk has volunteered to prepare the financial statements. She stated that many items have been addressed verbally but that they will be provided in writing.

Mr. Spencer noted the need to address the financial issues before the process can move forward.

Mr. Waltman agreed with the need to address the issues to move forward. He noted that he is tired of the many issues being addressed by the City that do not seem to move forward. He noted the need to begin to work better together and to better promote the Pagoda.

Ms. Reed stated that approximately 34,000 people visit the Pagoda annually without much promotion.

Mr. Spencer stated that he has been trying to address these issues for over a year. Ms. Goodman-Hinnershitz again noted the need to put responses in writing. She stated that Mr. McMahon had much of this knowledge. Mr. Lloyd stated that Mr. McMahon did not seem to have much information during past meetings.

III. Executive Session

Mr. Acosta announced the need for an executive session. He stated that the session was in compliance with PA Sunshine Act Section 708 Executive Session (a) (5) and read the following passage - "to review and discuss agency business which, if conducted in public, would violate a lawful privilege or lead to the disclosure of information or confidentiality protected by law, including matters related to the initiation and conduct of investigations of possible or certain violations of the law and quasi-judicial deliberations."

Council entered executive session at 5:36 pm.

During the executive session a personnel matter was also discussed in accordance with PA Sunshine Act Section 708 Executive Session (a) (1).

Council exited executive session at 6:53 pm.

IV. Charter Review Commission Appointments

Ms. Katzenmoyer explained that she has not received the recommendation of one Councilor.

Mr. Acosta stated that he will have a name into the office by Friday so that this Commission can move forward.

Ms. Kelleher expressed the belief that the Commission will not have time to get recommendations on the November ballot.

Mr. Lloyd stated that the City is already in violation of the Charter and further delay is unnecessary. He stated that this Commission will meet the deadline for the November ballot.

Ms. Kelleher explained that recommendations must be introduced and passed by Council before placement on the ballot and that this would add several additional weeks to the process.

Mr. Marmarou suggested that all recommended applicants be interviewed as one panel. Ms. Katzenmoyer suggested that the Nominations & Appointments Committee hold a special meeting rather than waiting until their April meeting. The Committee agreed.

Mr. Spencer questioned the need for an interview as they are all recommended by elected officials.

Ms. Goodman-Hinnershitz explained the review process used by the last Charter Review Commission. She noted the need for the members to review the Charter, decide on any necessary changes and prioritize the list.

Mr. Waltman agreed and stated that the ballot can only contain two questions. He noted the need to move this process forward.

Mr. Sterner cautioned that not interviewing the candidates sets precedence for future process. Ms. Reed and Mr. Marmarou agreed.

Mr. Spencer stated that an interview goes beyond the requirements of the Charter. He stated that Council is setting up extra obstacles.

There was discussion regarding John Slifko's service on this Commission. Ms. Katzenmoyer stated that she will contact him tomorrow.

Mr. Acosta suggested that only Council representative candidates be interviewed.

V. Agenda Review

Council reviewed this evening's agenda including the following:

- Award of Contract to the Institute for Local Self Reliance

Mr. Bembenick stated that the City relies on the Institute to bring sustainable jobs to the City and its residents.

- Ordinance authorizing a referendum question regarding the implementation of a Library Tax

Ms. Reed noted the need to withdraw this ordinance based on the opinion of the City Solicitor.

- Ordinance authorizing a second transfer of \$1 million from the General Fund to the Solid Waste Fund

Mr. Acosta questioned the need for another \$1 million. Mr. Bembenick stated that it is for operating expenses through June. He stated that the City is expecting payment for Solid Waste expenses from the Water Authority as part of the Memorandum of Understanding and that the full \$1 million may not be necessary. He stated that the transfer will be for the amount actually needed.

The Committee of the Whole meeting adjourned at approximately 7:05 pm.

*Respectfully Submitted by
Linda A. Kelleher, CMC, City Clerk*

1. Excerpts from Public Works Committee meetings (Public Works, Public Safety, Neighborhood Services Committee)

2. March 15, 2010

3. Ms. Goodman-Hinnershitz described the condition of Cotton St. Mr. Jones stated that UGI is continuing their work and that the condition is very bad.

4. April 19, 2010

5. Ms. Goodman-Hinnershitz questioned the repaving of Cotton St. Mr. Jones indicated that UGI will be repaving one lane at the completion of their project.
6. Mr. Marmarou noted that similar problems may occur on 11th St where the Water Authority has begun a similar project.
7. Ms. Goodman-Hinnershitz questioned if UGI had any other large projects planned. Mr. Jones stated that they will also be doing work on 11th St.
8. Ms. Goodman-Hinnershitz questioned if there was an ordinance requiring utilities to make proper street repairs and/or repaving when projects are complete. Mr. Jones stated that this used to be policy and he is currently researching the issue. He will make a recommendation to Council.
9. Mr. Sterner noted the need to begin paving City streets.

10. May 17, 2010

11. Ms. Goodman-Hinnershitz questioned the repaving of Cotton St. Mr. Jones stated that UGI will be resurfacing one lane at the completion of their project.
12. Ms. Goodman-Hinnershitz stated that sidewalks have also been dug up and not repaired. Mr. Denbowski stated that the Mayor's office has been receiving calls about this issue as well. He stated that there are also problems with meters being installed which encroach on the sidewalk and the public right of way. Mr. Jones stated that they must repair the sidewalks as well. He noted his willingness to work on the right of way issues.

13. September 20, 2010

14. The condition of Cotton St was discussed. Mr. Jones stated that UGI will be repaving one lane of traffic.
15. Ms. Goodman-Hinnershitz questioned when this repaving would occur. Mr. Jones stated that UGI has indicated that the work would be complete by the end of October.

16. Ms. Goodman-Hinnershitz questioned when repairs would be made to Cotton St sidewalks. Mr. Jones did not have this information.

17. April 18, 2011

18. Water and UGI Project Completion (Cotton St and 11th St)

19. Ms. Goodman-Hinnershitz stated that the Water Authority project on Cotton St has been complete for some time. She stated that the current construction is a UGI project. She stated that UGI has placed meters in front of the homes. She stated that she has contacted Representative Caltagirone about this issue as UGI is a public utility. She stated that resident sidewalks and the street have been destroyed. She expressed her belief that the meters on the fronts of these properties pose public safety issues. Mr. Jones stated that the City does not prohibit the meters in the front of the property. However, he stated that he does not like that location.

20. Ms. Goodman-Hinnershitz questioned the safety of placing the meters so close to the street. Mr. Jones stated that there is potential for problems if the meter is hit by a vehicle and that they are also a trip and fall hazard. Ms. Hoag suggested that the meters have safety features.

21. Ms. Goodman-Hinnershitz stated that she will be holding a community meeting in the near future.

22. Mr. Sterner stated that UGI should attend the community meeting and describe the safety features to residents.

23. Ms. Goodman-Hinnershitz stated that several residents have refused to allow UGI to install the new meters as they feel they will affect their property value. They also affect their use of their front porches and sidewalks.

24. Mr. Jones stated that he has been in contact with UGI. He stated that they will be repairing, milling, and repaving one side of the street. Ms. Katzenmoyer questioned if two way traffic would be maintained during construction and how this may affect resident parking.

25. Ms. Goodman-Hinnershitz questioned when the street repairs would begin. Mr. Jones stated that they would begin within the next several weeks.

26. Ms. Goodman-Hinnershitz questioned who would need to repair the sidewalks. Mr. Jones stated that UGI would be responsible to repair any sidewalk they disturbed.

27. Ms. Goodman-Hinnershitz questioned recourse for residents whose sidewalks were not repaired satisfactorily. Mr. Jones suggested that residents call the Customer Service Center and log a complaint for Public Works to inspect.

28. Ms. Goodman-Hinnershitz suggested that one community leader contact the Customer Service Center and act as liaison. She questioned if this type of project would be occurring in other areas of the City. Mr. Jones stated that he was not aware of any other projects of this type. He stated that UGI will be replacing a gas main along Front St between Spring St and the stadium. He stated that the City will be repaving this street when the main is replaced.
29. Ms. Goodman-Hinnershitz stated that the Mayor has suggested that UGI cover the meters. She stated that they are very unsightly and will decrease property values.

30. June 20, 2011

31. She questioned the progress on repaving Cotton St. She stated that UGI will be repaving one side of the street and requested that the City repave the other. Mr. Geffken stated that he has spoken with UGI about the meters but not the paving project.
32. Ms. Goodman-Hinnershitz stated that it is not practical to repave one side of Cotton St. Ms. Hoag agreed stating that this is a heavily used street in East Reading.
33. Mr. Geffken stated that he has met with UGI representatives to ensure that a situation similar to the explosion in Allentown does not occur in Reading. He stated that he voiced his concerns regarding Cotton St at this meeting.
34. Ms. Goodman-Hinnershitz stated that she has walked into the new meters as they protrude into the sidewalk right of way area. She stated that she has spoken with Representative Caltagirone about this. She noted the importance of UGI attending a public meeting to answer resident questions. She stated that sidewalk repairs have begun.
35. There was a brief discussion regarding the dangers of the meters being struck during an auto accident or by fireworks.

36. July 18, 2011

37. Ms. Goodman-Hinnershitz noted the condition of Cotton St remains in disrepair.
38. Mr. Marmarou stated that UGI has begun replacing meters on N 10th St.
39. Ms. Goodman-Hinnershitz questioned how the City can control utility work. Mr. Jones explained that there is a position included in the Full Time Position Ordinance for a utilities engineer. He stated that the position is currently vacant and is in the process of being filled. He noted his hope that this ordinance be in place shortly.

40. Ms. Goodman-Hinnershitz noted the need for utilities to supply timelines for work performed. Mr. Jones stated that the utilities engineer would meet with utilities about projects when they apply to perform work.
41. Mr. Marmarou stated that the meters being installed by UGI are on the sidewalk and protrude into the right of way. He questioned the safety if these meters are hit by vehicles. Ms. Goodman-Hinnershitz stated that she also questioned this issue and was told by UGI that this is not a hazard. Mr. Jones noted the danger to pedestrians.
42. Ms. Goodman-Hinnershitz stated that the meters could also be subject to tampering. Mr. Jones noted the need for public education on the new meters. He suggested this be provided by UGI.
43. Mr. Marmarou questioned how many blocks of N 10th St would be affected. Mr. Jones noted the need to check with UGI.
44. Ms. Goodman-Hinnershitz stated that she was told by UGI that this project would eventually be city-wide to assist with meter reading.
45. Mr. Marmarou noted that these meters are inappropriate for row homes with limited front footage.

46. September 19, 2011

47. Mr. Marmarou noted the terrible condition of Cotton St and the length of time it is taking to have it repaired. Ms. Goodman-Hinnershitz stated that repaving is occurring to replace the steel plates but that the macadam work is now blocking the storm water drains into the street. She stated that this will become problematic for residents.
48. Mr. Geffken stated that the entire street will be repaved. Ms. Goodman-Hinnershitz noted the need for milling to occur before repaving.
49. Ms. Goodman-Hinnershitz noted her observation that the longer this project continues on Cotton Street the less maintenance residents are performing on their homes. She noted her hope that when the street is repaved that there will be better maintenance. She also noted that the new gas meters are not attractive.

50. November 21, 2011

51. Ms. Goodman-Hinnershitz noted the need to continue monitoring Cotton St.

52. May 21, 2012

53. Repaving of Cotton St

54. Mr. Jones stated that the request for bids will be sent out as soon as the documents are approved by PennDOT. He noted his hope that construction would begin in mid-August.

55. Ms. Goodman-Hinnershitz noted the need for a public meeting before the project begins. Mr. Jones suggested holding this meeting in mid-July.
56. Ms. Goodman-Hinnershitz noted that UGI is making street cuts all over the City. Mr. Jones stated that they are responsible for repairing the streets.

57. Excerpts from Committee of the Whole meeting

58. June 11, 2012

59. Ms. Goodman-Hinnershitz noted the need for the City to review the master plan for gas meter replacement in the City. She stated that many areas have been dug up and that the installation of the new meters is not conducive to a City setting.
60. Ms. Reed stated that the PUC governs this issue and that the City should follow up.
61. Council noted areas of the City which have already been affected including all of Cotton St, the 1100 block of Perkiomen Ave and N 10th St.
62. Ms. Goodman-Hinnershitz noted the need for Councilors to know when utilities will be affecting their residents and how long the work will take.
63. Mr. Acosta noted the need for the City to be informed of these large projects.
64. Ms. Goodman-Hinnershitz stated that Public Works has been working on an ordinance to address this issue but that a draft has not yet been moved forward.
65. Ms. Reed stated that utilities can dig the same area again after six months.
66. Mr. Spencer arrived at this time.
67. Mr. Zeiber explained that utilities need to get street cut permits but he is unsure if timelines are attached to the permit.
68. Ms. Goodman-Hinnershitz stated that traffic on Perkiomen Ave and Penn St will increase when construction closes the Route 422 bypass. She stated that backups will become lengthy and construction on Perkiomen Ave will exacerbate the problem.
69. Mr. Acosta noted the need to address the Communication Policy after the Managing Director is on board as Council and Council staff may not speak directly with Administrative employees for updates affecting neighborhoods.
70. Ms. Reed stated that the new gas meters are being installed City-wide.

71. Ms. Goodman-Hinnershitz stated that these large projects are creating eyesores. She cited Cotton St as an example. She noted the need to address a means to mask the meters at row homes with no front setback.
72. Mr. Waltman suggested that the legal issues with this meter work should be researched and addressed.
73. Ms. Goodman-Hinnershitz stated that sidewalks are also disrupted.
74. Mr. Waltman suggested that after the legal review occurs that the Public Works, Public Safety, and Neighborhood Services Committee hear the results.
75. Ms. Goodman-Hinnershitz suggested this review occur at a Work Session as the Public Works, Public Safety and Neighborhood Services Committee has a clear understanding of the issue.

76. June 25, 2012

77. Mr. Waltman noted his hope that the City would work with UGI on the gas meter issue. He stated that this is especially inappropriate in the City's historic districts. He stated that UGI is working with other municipalities in Pennsylvania.
78. Mr. Spencer stated that these meters are unsightly.
79. Mr. Acosta questioned if there was any follow up on this issue. Ms. Kelleher stated that she has contacted UGI. Mr. Spencer stated that he is willing to discuss this issue with them.
80. Mr. Waltman stated that a State law is allowing this work to be done.

81. Excerpt from Work Session

82. June 18, 2012

83. Mr. Waltman noted the need for the City to take a stance on the new gas meters installed by UGI. He stated that the meters are unsightly and become a hazard in areas without generous setbacks. Articles regarding the gas meters were distributed.

84. Excerpt from Sept 2, 2012 District 2 Town Meeting

85. UGI Gas Meters

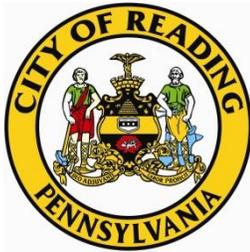
86. Tim Angstadt, UGI representative, explained that UGI is working to evaluate their existing facilities and infrastructure and making upgrades where needed. He stated that underground gas mains are being replaced, along with the laterals, which then requires the gas meters to be relocated to the outside of properties. This project was caused by gas explosions that have occurred in the broader UGI family.
87. A citizen inquired why historic districts are treated differently. Mr. Angstadt stated that historic districts are approved by the City. Ms. Goodman-Hinnershitz suggested that people with questions about the location of historic districts call the Council Office at 610 655 6204.
88. A citizen questioned the new public safety issues presented by the installation of gas meters that extend beyond the façade of the home directly into the public right of way. Mr. Angstadt stated it is safer to have the meters outside than inside. He noted that the exterior meters allow the gas to be immediately disconnected if the meter is damaged.
89. A citizen expressed the belief that the meters detract from the appearance of homes and buildings and will reduce the value of properties.
90. Ms. Snyder stated that the City has brought the concerns addressed by citizens and City Council to UGI and UGI has agreed to revisit the design of the external meters. She explained the process used by the PaPUC and UGI to select and test utility meters. She stated that UGI is exploring flush mount and smaller gas meters.
91. A citizen inquired if City Council was made aware of the move to place gas meters on the outside of properties. Ms. Goodman-Hinnershitz and Ms. Snyder stated that Council was not aware until the meters began to appear on the exterior of properties.

92. A citizen inquired if the City approved or authorized UGI to relocate the meters. Mr. Jones stated that the City has no control over UGI or any other utility provider.
93. Ms. Goodman-Hinnershitz introduced Council President Francis Acosta.
94. Mr. Angstadt stated that UGI is relocating the meters to the exterior of properties to comply with a pending PaPUC regulation that is expected to become law sometime in 2013.
95. Ms. Goodman-Hinnershitz stated that after the meters began to appear on the exterior of properties she learned through our State legislators that the City has no control over the relocation of the meters and the requirement, when approved, will go into effect State-wide. She stated that this is similar to the electrical utility's placement of electric poles, wires, etc.
96. Becky Eshbach, representing UGI, distributed photos of alternative gas meters and examples of how people have disguised their gas meters after they were relocated to the exterior of a property.
97. Mr. Acosta stated that Council is addressing this city-wide problem. He described Council's recent discussion with UGI representatives. He stated that City Council agrees with the concerns residents have expressed and they are deeply concerned about the public safety risks as the meters extend too far into the public right of way and create a serious trip hazard. He expressed the belief that this issue will take time to settle.
98. Mr. Angstadt explained that letters were sent to property owners informing them of the need to relocate the meters. However, Council or the City was not informed. A citizen noted that the letters sent by UGI do not provide an expected project date. He inquired if information is available on the UGI website about where and when projects will occur. Ms. Eshbach stated that the UGI

website does not contain project information and that citizens can call her directly with questions.

99. A citizen complained that the meter at his home was relocated to the exterior; however, other gas customers in his block did not have their meters relocated. He expressed the belief that property owners should have some say in the style and location of the meters, as the property owner will be liable if someone is injured by a meter that extends into the public right of way.
100. A citizen inquired why UGI could not use the style of meters used by RAWA, as these meters are located in the pit, rather than on the exterior of the home. He expressed the belief that the antiquated appearance of the meters detract from the appearance of homes.
101. Mr. Angstadt stated that the upgrade of the underground gas mains have increased the gas pressure. This new increased pressure cannot be handled by the interior meters. He stated that moving the meters outside will allow the gas service to automatically disconnect when the meter becomes damaged.
102. A citizen expressed the belief that the exterior meters extending into the public right of way will create an attractive nuisance and will be targeted by vandals.
103. A citizen inquired if UGI will be responsible for replacing the curb and sidewalk damaged by the project. Another citizen suggested that the City seek an injunction to stop this project.
104. Mr. Angstadt explained the rationale behind the relocation of the meters to the exterior and explained that UGI must replace/repair the street, curb and sidewalk surfaces that are damaged through this and other projects.

105. A citizen noted that in East Reading, many blocks only have parking on one side of the street. She noted that loss of parking during the project for an extended period of time will be problematic for residents, especially those who need to utilize handicapped parking spaces. Ms. Eshbach suggested calling the UGI office to make arrangements prior to the start of the project.
106. A citizen stated that while the relocation of the meters is to become a state-wide issue, UGI failed to consider urban conditions before selecting this type of meter. He noted that while these meters will work in neighborhoods where the home has moderate set-back, they will not work in areas that do not, such as Cotton Street.
107. In response to a question, Mr. Jones stated that the meters selected extend three feet into the public right of way. The citizen noted that in many urban neighborhoods the sidewalks are less than three feet wide.
108. A resident stated that UGI needs to only relocate the gas regulator to allow the immediate shut off of the gas if there is damage to the gas line. Mr. Angstadt stated that the PaPUC will not allow UGI to relocate only the regulator. He again noted that UGI is attempting to get ahead of the expected PaPUC ruling about the replacement of aging infrastructure and the move of meters to the exterior of properties.
109. Mr. Angstadt stated that one block of Cotton Street will be unaffected, as this gas main was replaced after an explosion that occurred in the 1970's.



City of Reading, PA Commercial Lease

The City of Reading provides various Park and Recreation facilities throughout the City for the use and enjoyment of its residents. It is the goal of the City to make the facilities available for use by organizations and individuals for non-profit recreational purposes. The City's Parks are open to the public from dawn to dusk. Individuals and groups may reserve the use of facilities.

RECITALS

City of Reading, hereafter "LESSOR" or "CITY" is the owner of the municipal park facility known as [PARK], located within the City of Reading; and

[NAME OF ORGANIZATION], hereafter "LESSEE", is engaged in the business of [PURPOSE]

LESSOR and LESSEE wish to enter into a business relationship for a term of [DURATION OF AGREEMENT], as specified in this AGREEMENT.

In consideration of the mutual promises herein contained, acknowledged and accepted without reservation by the LESSOR and LESSEE hereby mutually undertake, promise, and agree to the following:

AGREEMENT

This COMMERCIAL LEASE AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 2013 by and between the City of Reading ("LESSOR") and _____ ("LESSEE").

ARTICLE I – LEASE OF PREMISES

1.1 Leased PREMISES: Subject to the terms and conditions of this AGREEMENT, LESSOR hereby grants to LESSEE an exclusive Lease for the property of [PARK], located at [ADDRESS] within the City of Reading, (hereafter the "PREMISES"), for the operation and management of [PURPOSE].

1.2 Improvements and Additions: LESSEE hereby accepts the PREMISES from LESSOR in its present condition. LESSEE shall not cause or permit any changes, alterations, repairs, painting, staining, signage etc., to the PREMISES unless approved by the City. Any subsequent alterations, additions, improvements, etc. upon the PREMISES shall be made with the express written approval by the City, and thereafter maintained at the expense of LESSEE in accordance with the terms and conditions of this AGREEMENT. Any alterations, additions, improvements; etc made to the PREMISES shall be considered the LESSOR's exclusive property.



1.3 Assignment: LESSEE may not assign, in whole or in part, this AGREEMENT or its duties, obligations, or privileges without the prior written consent of the City.

ARTICLE II – LEASE TERM

2.1 Term: This AGREEMENT shall begin on _____ and end on _____. It is agreed between the parties that the LESSEE is allowed to operate its [ORGANIZATIONAL PURPOSE] on the PREMISES and is responsible for the operation and day-to-day use of the land and facilities leased for the duration of this AGREEMENT. The City, however, reserves the right to grant use of the land and facilities leased on those days, and at those times, which have not been scheduled by the LESSEE.

2.2 Termination: LESSOR expressly reserves the right to terminate this AGREEMENT without cause and under any circumstances with thirty (30) days prior written notice delivered to the LESSEE's address on file.

2.3 Default: If LESSEE is in default of any terms and conditions of this AGREEMENT or violates any laws of the United States, the Commonwealth of Pennsylvania, or applicable City of Reading ordinances, and thereafter fails to correct the performance constituting breach within five (5) days of written notice, the LESSOR may exercise any rights or remedies for such default that LESSOR may have at law or in equity, including the right to terminate this AGREEMENT.

2.4 Holding Over: If LESSOR permits the LESSEE to occupy the PREMISES beyond the AGREEMENT, or past the date of Termination, the tenancy thereafter shall be on a period of a three (3) month basis, and remains subject to all terms and conditions of this AGREEMENT.

ARTICLE III – FEES, EXPENSES, & RECORDS

3.1 Rent: For the privileges granted the LESSEE herein, LESSEE shall pay rent to the LESSOR [\$\$\$ AMOUNT]. Rent for each month shall be due to the LESSOR, without demand, on the first (1st) day of each month of the AGREEMENT, or tenancy. Any unpaid amounts of rent by the LESSEE to the LESSOR when due shall be considered in Default of this AGREEMENT.

3.2 Utilities: LESSEE is responsible for the payment of all utilities accounts associated with their use and operation of their [ORGANIZATION'S ACTIVITIES] occurring on the PREMISES for the duration of the AGREEMENT, and tenancy. LESSOR agrees to submit utilities billing information to the LESSEE within three (3) business days of receipt for payment directly to the provider/utilities company. Failure to pay utilities by LESSEE constitutes Default of this AGREEMENT.

3.3 Records: LESSEE shall keep an accurate set of financial records, pursuant to its business, and shall furnish to the City/LESSOR upon request, all information deemed pertinent to its operation and business organization. Moreover, LESSOR shall be given full access to

LESSEE's complete financial and business records, including schedules, for all reasons related to the contractual relationship between the parties.

ARTICLE IV – USE OF THE PREMISES

- 4.1 Permissible Uses: During the Term of this AGREEMENT, LESSEE shall use the PREMISES for the purpose of operating a [PURPOSE]. For the duration of the AGREEMENT, the LESSEE, in operation of the PREMISES or in granting permission for its use, remains subject to the laws of the United States, Commonwealth of Pennsylvania, and the City of Reading and agrees not to discriminate against participation on the basis of race, creed, sex, or color.
- 4.2 Hours of Operation: The LESSEE is allowed to access, utilize, and schedule events on the PREMISES as necessary to perform its business purpose under this AGREEMENT.
- 4.3 Equipment Repair and Replace: Any and all repairs, maintenance, or replacement of fixtures or equipment shall be made at LESSEE's expense. Any equipment owned by the LESSEE previous to this AGREEMENT that is used, repaired, maintenance, or replaced as part of the PREMISES, shall remain the property of the LESSEE and be subsequently removed at the termination of this AGREEMENT.

ARTICLE V – MAINTENANCE & REPAIR

- 5.1 Maintenance by the LESSEE: LESSEE shall keep the PREMISES in the condition as when delivered at the time of this AGREEMENT, and in compliance with all codes promulgated by the City of Reading. LESSEE is responsible for general maintenance and upkeep, excepting ordinary wear and tear or an act of God. In the event of material change to the condition of the PREMISES, the LESSEE shall provide LESSOR prompt notice of the defective condition, there by granting LESSOR opportunity to exercise reasonable measures and due diligence to repair.
- 5.2 Additional Maintenance: LESSEE agrees to the following during the business purpose of this AGREEMENT: (a) follow all rules and regulations of the City of Reading Public Works Department; (b) ensure that all trash accrued during business operation for the purposes of this AGREEMENT is properly disposed of for collection by the City for eventual disposal; (c) remove snow/ice as needed; (d) mow and trim grass areas as needed for a neat appearance. [VERIFY THAT CITY PERFORMS (c) AND (d)]
- 5.3 Equipment/Materials & Costs: LESSOR shall provide any necessary equipment and materials to LESSEE in order for it to provide for the maintenance of the PREMISES as set forth herein. The LESSOR shall pay for costs of any materials needed for the maintenance of the PREMISES. Any equipment provided by the LESSOR to the LESSEE subject to this AGREEMENT, shall remain the property of the City upon termination.

ARTICLE VI – INDEMNIFICATION

6.1 Indemnification: The LESSEE agrees to protect, defend, and hold harmless City/LESSOR from any and all claims, damages, suits, or expenses, and charges, including legal fees in defense thereof that might be asserted by any party participating in, or arising out of, or related to the this AGREEMENT. This includes, but is not limited to courts costs and expert fees, incurred by the negligent acts or omissions of LESSEE, agents, officers, invitees, or licensed occupants of the PREMISES. If portions of this AGREEMENT are held invalid, this provision shall remain in effect as a separate contract between the LESSOR and LESSEE.

ARTICLE VII – MISCELLANEOUS PROVISIONS

7.1 Applicable Laws: This AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the City of Reading.

7.2 Headings: The headings and underlined captions herein are used for convenience only, and are not to be construed in the interpretation of this AGREEMENT.

7.3 Notices: The LESSOR, including attention to, and LESSEE’s address for all notices required under this AGREEMENT shall be:

7.4 Independent Contractor: LESSEE is and at all times under this AGREEMENT shall be considered as an Independent Contractor and is not a City of Reading employee.

7.5 Entire AGREEMENT and Modification: This instrument memorializes the entire and whole AGREEMENT as accepted by the parties, and supersedes any and all other AGREEMENTs or understandings. There shall be no modification of this AGREEMENT, except in writing, and unless accepted mutually by the Parties.

7.6 Severability: If any provision(s) of this AGREEMENT or provision is held invalid or deemed impermissible, such provision(s) will be considered severable and will not affect other provisions or applications of this AGREEMENT which can be given effect and remain in intact.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed this day and year first above written.

City of Reading/LESSOR

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

[PARK] Association/LESSEE

By: _____

Date: _____

Attest: _____

Date: _____