



CITY COUNCIL

Meeting Agenda

**REGULAR MEETING
COUNCIL CHAMBERS**

**MONDAY, JAN. 14, 2013
7:00 P.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. Danny Moore, Holy Trinity Church of God

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

- Council Commendation recognizing the 80th anniversary of Berks Packing, accepted by Charles Boylan
- Recognition of Reading High School Berks Best fall athletes

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 December 17, 2012

B. **AGENDA:** Regular Meeting of January 14, 2013

5. Consent Agenda Legislation

A. **Resolution** – authorizing the Mayor to execute a Medical Transportation Service Agreement with St. Joseph Regional Health Network d/b/a St. Joseph Medical Center **(Fire)**

B. **Resolution** – authorizing the disposition of the 2005 Financial Interest Statements **(Council Staff)**

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

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

9. ORDINANCES FOR FINAL PASSAGE

None

10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance - requesting authorization to transfer \$400,000 from the General Fund to the Liquid Fuels Fund **(Controller)**

B. Ordinance - amending the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Fee Schedule, to add a Bakery category for Health Permit Inspections **(Property Maintenance/Council Staff)**

C. Ordinance - requesting authorization to transfer \$1 million from the General Fund to the Solid Waste Fund **(Controller)**

D. Ordinance - amending Ordinance No. 95-2010, Codified as Section 1-599.61 of the Code of Ordinances of the City of Reading, to declare that the Reading Downtown Improvement District Authority will exercise fiduciary and administrative oversight over the Reading Main Street Program; to designate the executive director of the Reading Downtown Improvement District as the Main Street Program Manager; and to authorize the amendment to the agreement of July 27, 2005 between the City of Reading and the Reading Downtown Improvement District Authority to effectuate the purposes of this Ordinance **(Law)**

E. Ordinance - amending Ordinance No. 41-2005, Codified as Sections 1-431 through 1-440 of the Code of Ordinances of the City of Reading, to amend Section 1-433, titled "Rights of Authority" to add to the powers of the Reading Downtown Improvement District Authority the power of management and fiduciary and administrative oversight of the Reading Main Street Program; amending Section 1-435, titled "Management" to add responsibility for fiduciary and administrative oversight of the Reading Main Street Program to the responsibilities of the Reading Downtown Improvement District Authority Board; and amending Section 1-439, titled "Management Agreement," to authorize amendment of the agreement between the Reading Downtown Improvement District Authority and the City of Reading to effectuate the purposes of this Ordinance **(Law)**

F. Ordinance - amending an Ordinance of the City previously enacted on June 25, 2012, that authorized the incurrence of non-electoral debt through the issuance of a series of federally-taxable general obligation notes of the City in the aggregate principal amount of three million one hundred eleven thousand dollars (\$3,111,000) 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 (the "Act"), to provide funds for certain projects of the City recited therein; providing that the dates set forth in said Ordinance for the payment of principal of and interest on said notes be modified; providing for certain other amendments to said Ordinance; authorizing and directing specified officers of this City to do, take and perform certain necessary and/or appropriate acts and things relating to such amended Ordinance; 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
(Financial Solutions)

11. RESOLUTIONS

A. Resolution – approving the conditional use permit for 912 Amity St with conditions
(Council Staff/Law)

B. Resolution – appointing Deborah Hoag to the Reading Area Transportation Study
Technical Committee **(Council Staff)**

12. PUBLIC COMMENT – GENERAL MATTERS

13. COUNCIL BUSINESS / COMMENTS

14. COUNCIL MEETING SCHEDULE

Monday, January 14

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

Friday, January 18

Crime Summit – Crowne Plaza - time to be determined

Monday, January 21

City Hall Closed – Martin Luther King Jr Day

****WEDNESDAY, January 23****

Finance Committee – Council Office – 5 pm

Public Works, Public Safety, Neighborhood Services Committee – Council Office – 5 pm

Work Session – Penn Room – 7 pm

Monday, January 28

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

Monday, January 14

Fire Civil Service Board – Penn Room – 4 pm

6th & Amity Neighborhood & Playground Assn – 6th & Amity Fieldhouse – 6:30 pm

Tuesday, January 15

Charter Board – Penn Room – 7 pm

HARB – Planning Conference Room – 7 pm

Wednesday, January 16

Diversity Board – Penn Room – 4 pm

Redevelopment Authority – Redevelopment Authority office – 5:30 pm

Thursday, January 17

Blighted Property Review Committee – Council Chambers – 6 pm

Monday, January 21

Library Board – 113 S 4th St – 4 pm

Tuesday, January 22

Housing Authority Workshop – WC Building - 4 pm

Housing Authority – WC Building – 5 pm

Planning Commission – Penn Room – 7 pm

Penns Commons Neighborhood Group – Penns Commons meeting room – 7 pm

Wednesday, January 23

Human Relations Commission – Penn Room – 5:30 pm

Parking Authority – Parking Authority office – 5:30 pm

Outlet Area Neighborhood Assn – St Mark’s Lutheran Church – 6:30 pm

Stadium Commission – Stadium RBI room – 7:30 pm

Monday, January 28

DID Authority – 645 Penn St 5th Floor – noon

BARTA – BARTA office – 3 pm

District 7 Crime Watch – Holy Spirit Church – 7 pm

**City of Reading City Council
Regular Business Meeting
Monday, December 17, 2012**

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

The invocation was given by Father John Gibbons, St. Margaret's Roman Catholic Church.

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
Managing Director C. Snyder
City Auditor D. Cituk
City Solicitor C. Younger
City Clerk L. Kelleher
Mayor V. Spencer

PROCLAMATIONS AND PRESENTATIONS

City Clerk Kelleher issued the oath to Firefighter/EMS Matthew Small, promoting him to a Lieutenant.

PUBLIC COMMENT

Council President Acosta announced that there was one citizen 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 meeting. As no one objected the rule requiring non-agenda comment at the end of the meeting was suspended. Council President Acosta reminded the citizen registered to speak about the public speaking rules.

Richard Broadbelt, of Union Street, stated that he is a life long resident. He suggested that the City demolish vacant properties and create off street parking to decrease

parking stress and overcrowding in Reading. He stated that he learned that the average salary for people residing in this region is between \$40-50,000 annually. He noted that people earning this average salary can afford to purchase homes in Reading. He suggested encouraging people to move into Reading and becoming self-reliant.

APPROVAL OF THE AGENDA & MINUTES

Council President Acosta called Council's attention to the minutes for the December 10th Regular Meeting of Council and the agenda for this meeting.

Councilor Sterner moved, seconded by Councilor Marmarou, to approve the minutes from the December 10th Regular Meeting and the agenda for this meeting. The motion was approved unanimously.

Consent Agenda

None

ADMINISTRATIVE REPORT

Mayor Spencer read the report distributed to Council at the meeting. In summary:

- Reception honoring the Managing Director
- 6th Ward Community Group Meeting
- Start of the Housing Amnesty program

AUDITOR'S REPORT

City Auditor Cituk wished everyone a happy holiday season.

ORDINANCES FOR FINAL PASSAGE

A. Bill No. 107-2012 - amending the City of Reading Codified Ordinances Chapter 1 Administration and Government, Section 186 G Fiscal Provisions - 4.0 Preparing Requests for Proposals (RFP's) for contracts greater than \$10,000 eliminating the Managing Director's ability to waive the RFP process for professional services (**Council Staff**) *Introduced at the October 22 regular meeting; Tabled at the November 19 and November 26 regular meetings*

B. Bill No. 108-2012 - amending the City of Reading Codified Ordinances Chapter 1 Administration and Government, Section 186 G Fiscal Provisions by reducing the amount of expenditures and allocations requiring Council's approval from \$25,000 to zero (\$0) (**Council Staff**) *Introduced at the October 22 regular meeting; Tabled at the November 19 and November 26 regular meetings*

Councilor Reed withdrew Bill No. 107-2012 and Bill No. 108-2012 pending the amendment of the City's procurement policies by the Administrative Services

Director. She stated that the policies will be drafted to reflect the policies used by State government and the draft is expected to be introduced in January, as discussed in today's Finance Committee Meeting.

Councilor Goodman-Hinnershitz stated that the ordinances withdrawn were well thought out to address the problems experienced with the new Administration. She noted her agreement with the proposed amendment.

C. Bill 126-2012 - establishing the employee positions for the City of Reading for the fiscal year 2013 (**Law**) *Introduced at the November 28 special meeting*

Councilor Marmarou moved, seconded by Councilor Goodman-Hinnershitz, to enact Bill No. 126-2012.

Councilor Corcoran moved, seconded by Councilor Goodman-Hinnershitz, to amend Bill No. 126-2012 by eliminating one Special Assistant and one Part Time Administrative Assistant in the Mayor's Office and re-instating 2 Municipal Aides in the Citizens Service Center.

Councilors Corcoran and Goodman-Hinnershitz stated that the Citizens Service Center (CSC) is finally operating properly and has become an asset to the City and its residents, They noted the need for Council to evaluate the level of services provided to Reading residents when enacting the Position Ordinance.

Councilor Waltman noted that Council can overstep its bounds and take on an administrative role when considering positions in various areas. He suggested leaving that decision to the Administration.

Councilor Sterner expressed his agreement with the comments made.

The amendment to Bill No. 126-2012 was NOT adopted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Reed - 3

Nays: Marmarou, Sterner, Waltman, Acosta, President - 4

Council President Acosta stated that the main motion is now before the body.

Councilor Goodman-Hinnershitz stated that the Position Ordinance authorizes all employment positions for a fiscal year. She noted the need for the Managing Director to ensure accountability from all positions. She requested reports on the accountability

and work of the Mayor's staff on a regular basis from the Managing Director. The Managing Director agreed to provide reports.

Councilor Waltman suggested that Council attempt to find a threshold of trust with the Mayor's staff members and move beyond the issues experienced in 2012.

Councilor Reed thanked the Managing Director for agreeing to provide regular reports on the work of the Mayor's staff, which will help provide accountability.

Councilor Marmarou suggested putting the issues with the Mayor's staff aside and moving forward.

Councilor Goodman-Hinnershitz stated that Council has a fiduciary responsibility to the City's citizens. She stated that when Councilors are elected they agree to provide financial checks and balances. She stated that Council must weigh the cost of positions and the services the positions provide to Reading citizens.

Councilor Sterner noted that at the beginning of 2012, the Mayor promised that his staff would provide results. He suggested providing regular reports on the projects the Mayor's staff works on.

Bill No. 126-2012 was enacted by the following vote:

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

D. Bill 127-2012 - amending the 2012 City of Reading general fund budget by authorizing the transfer of funds from the Department of Public Works maintain/repair street lights line item to the Department of Public Works contracted services line item for the renewal of traffic signal maintenance contract with Telco (**Council Staff**) *Introduced at the November 28 special meeting*

Councilor Corcoran moved, seconded by Councilor Reed, to enact Bill No. 127-2012.

Bill No. 127-2012 was enacted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President -7

Nays: None -0

INTRODUCTION OF NEW ORDINANCES

No ordinances were introduced at this meeting.

RESOLUTIONS

A. Resolution 137-2012 – City of Reading Local Redevelopment Authority (LRA) to adopt the amended Reuse Plan for the Navy Marine Center, located in the 600 block of Kenhorst Blvd, Reading, Pennsylvania (Council Staff)

Councilor Corcoran moved, seconded by Councilor Marmarou, to adopt Resolution 137-2012.

Council President Acosta stated that City Council is required to approve the amendment to the Reuse Plan for the Navy Marine Center that was approved by the LRA. He stated that HUD and the Navy have approved the draft Legally Binding Agreement between the LRA and Mary's Shelter and this action will be the last in a very long process.

Councilor Corcoran stated that the amendment to the reuse plan is very positive for the affected neighborhood and for the City. He stated that while Mary's Shelter will be taking the main facility that sits in the front quadrant of the site, the Redevelopment Authority is looking for a developer to place market rate housing in the residual area.

Councilors Goodman-Hinnershitz and Sterner thanked the City Clerk for her hard work on this project and noted that the City took this project over when the County Commissioners withdrew approximately four years ago.

Councilor Marmarou noted the LRA's work to meet with the affected neighborhood to determine the best reuse for this parcel.

Resolution No. 137-2012 was adopted by the following vote:

Yeas: Corcoran, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President -7

Nays: None -0

B. Resolution - approving the Conditional Use application submitted by Liz Albarran for HM Investments LLC aka Petronila Herrera-Munoz, 1620 Mulberry St requesting a zoning permit for a the addition of one first floor rental unit at 912 Amity Street with conditions

(Council Staff/Law)

Councilor Corcoran withdrew this resolution, which will be considered after the City's Property Maintenance Division and Building/Trades Inspectors conduct inspections of the property.

COUNCIL COMMENT

Councilor Corcoran expressed sympathy to those affected by the tragedy in Newtown, CT. He also wished Reading residents a safe and happy holiday season.

Councilor Goodman-Hinnershitz expressed sympathy to those affected by the Newtown, CT tragedy. She noted the need to consider if we, locally, have done enough to address violence. She announced the holiday events planned for the Pagoda.

Councilor Sterner thanked Mr. Broadbelt for his suggestions during the public comment period. He also wished Reading residents a happy holiday season.

Councilor Reed expressed sympathy for the tragedy in Newtown, CT.

Council President Acosta agreed with the need to consider the impact of the tragedy in Newtown, CT locally. He thanked Bill Bender and Chris Miller for inviting Council to their holiday open house and the beauty of their Centre Park property.

Council President Acosta thanked Council for allowing him to serve as the Council President over the past year. He stated that he welcomed the experience and is looking forward to 2013.

Mayor Spencer expressed the belief that his staff is held accountable.

Council President Acosta announced the upcoming meeting schedule.

Councilor Marmarou moved, seconded by Councilor Reed, to adjourn the regular meeting of Council.

Respectfully submitted by Linda A. Kelleher CMC, City

Clerk

RESOLUTION NO. _____

AUTHORIZING THE MAYOR TO EXECUTE A MEDICAL TRANSPORTATION SERVICE AGREEMENT WITH ST. JOSEPH REGIONAL HEALTH NETWORK d/b/a ST. JOSEPH MEDICAL CENTER.

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

That the Mayor, Vaughn D. Spencer, be and is hereby authorized and directed to execute, under the seal of the City of Reading, attested to by the City Clerk, a Medical Transportation Service Agreement with St. Joseph Regional Health Network d/b/a St. Joseph Medical Center. Said Medical Transportation Service Agreement is attached to this Resolution and set forth as Exhibit "A".

Passed Council _____, 2012

President of Council

Attest:

City Clerk

ST. JOSEPH REGIONAL HEALTH NETWORK

D/B/A ST. JOSEPH MEDICAL CENTER

MEDICAL TRANSPORTATION SERVICE AGREEMENT

Agreement made this 1st day of January, 2013 by and between **St. Joseph Regional Health Network d/b/a St. Joseph Medical Center**, a non-profit Hospital incorporated in the State of Pennsylvania, hereinafter referred to as "Customer" and City of Reading Emergency Medical Services, hereinafter referred to as **Reading EMS**. Customer and **Reading EMS** shall be referred to collectively as "Parties".

WITNESSETH:

WHEREAS, **Reading EMS** is in the business of providing medical transportation services and has provided said services to Customer in the past; and

WHEREAS, Customer wishes to engage the services of **Reading EMS** on a primary basis;

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

I. RELATIONSHIP OF THE PARTIES

- 1.1 Independent Contractor:** It is mutually understood and agreed that in the performance of the duties and obligations of this Agreement, the parties hereto are a separate and independent contractor. Neither Party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other party.

II. AGREEMENT OF THE PARTIES

- 2.1 Customer:** Customer is hereby engaging the services of **Reading EMS** and shall recognize **Reading EMS** as its primary paratransit and wheelchair transportation Provider. As such, the Customer shall afford **Reading EMS** the first right to perform all paratransit and wheelchair transportation services for the Customer, except in circumstances where the patient (or the patient's insurer) specifically requests or designates the use of another medical transportation company. In referring calls, Customer shall assist **Reading EMS** with such information needed for billing and to establish the proper level of response. In circumstances, whether by law or by this Agreement, where the invoicing of services become the responsibility of Customer, Customer agrees to make payment to **Reading EMS** in the amounts and within the time period defined by this Agreement; **Reading EMS** agrees to accept this as payment in full. Furthermore, medical transportation services shall include management of customer owned non-ambulance paratransit vehicle. A complete description of services and contract responsibilities for such service is referenced and identified as Exhibit "A", Addendum for Non-ambulance Service.

- 2.2 **Reading EMS:** **Reading EMS**, in consideration of this Agreement, shall use all reasonable efforts to promptly meet all requests for medical transportation services from the Customer and will at all times perform and operate its services within the prescribed standards, as set forth herein.

III. SERVICE STANDARDS

- 3.1 **Availability:** **Reading EMS** will be obligated to fulfill all paratransit and wheelchair transportation requests and make its services available to the Customer Monday through Saturday 8:00am to 5:00pm, complying with all applicable laws, regulations and licensure standards governing medical transportation, care of patients and medical transportation reimbursement.
- 3.2 **Response:** In responding to all calls for service, **Reading EMS** shall use its best efforts to arrive within thirty (30) minutes of the mutually agreed upon arrival time.
- 3.3 **Licensure:** **Reading EMS** will be responsible to assure that all equipment and vehicles, with the exception of the Care Van, utilized herein, meet the requirements of all acceptable Federal, State and Local laws, regulations and licensure standards.
- 3.4 **Ambulance and Equipment:** **Reading EMS** will maintain a sufficient number of medical transportation units and will configure, equip and supply such vehicles to meet the needs of Customer. All medical transportation units and equipment will be maintained on a rigid preventative maintenance and quality assurance program and when in service shall be clean and in sound condition.
- 3.5 **Staff and Personnel:** All **Reading EMS** personnel will be certified to the level of Emergency Medical Technician (EMT) and/or Emergency Medical Technician-Paramedic (EMT-P), with the exception noted in Exhibit "A" (Care Van driver will be oriented to and familiar with the operation of all equipment and be currently qualified in First Aid and CPR.) All vehicle operators will possess a valid driver's license and will have successfully completed either a defensive driving program or an emergency vehicle operator's course. Furthermore, all personnel will be groomed and neatly dressed in a recognizable uniform and will perform their duties in a professional, cooperative, courteous and caring manner.
- 3.6 **Service Problems:** **Reading EMS** will respond to any service problems in a manner which is acceptable to the Customer. In responding to complaints, **Reading EMS** will provide to the Customer a report identifying its investigative findings and, when necessary, a plan of corrective action. Failure of **Reading EMS** to resolve any legitimate complaints, to the satisfaction of Customer, will constitute default and can result in immediate termination of this Agreement, conditioned upon the provision for termination as contained herein.
- 3.7 **Insurance:** **Reading EMS** shall, through the course of this Agreement, maintain insurance coverage for Worker's compensation, Automobile, General and Professional Liability coverage. Moreover, **Reading EMS** shall, at the request of Customer, have the Customer as an additional named insured and shall file with Customer, on an annual basis, a Certificate of Insurance, herein identified as Exhibit "C". If, in the event **Reading EMS** reduces or eliminates any of the above

referenced insurance coverage, **Reading EMS** will be obligated to immediately notify Customer and Customer upon such notification can, at its option, elect to terminate this Agreement.

- 3.8 **Compensation:** **Reading EMS** will render paratransit and wheelchair transportation services within the financial parameters as identified in Exhibit "B", attached hereto and incorporated herein.

IV. TERM AND TERMINATION

- 4.1 **Term and Renewal:** This Agreement shall remain in full force and effect and shall terminate three (3) years from the effective date, herein above written. This Agreement will automatically renew for periods of one (1) year thereafter, unless either party gives thirty (30) days written notice prior to the then existing term of its intent not to renew. Any renewal of this Agreement will be extended upon the same terms and conditions as set forth, with the exception that **Reading EMS** may be entitled to adjustments in fees, subject to negotiations and approval of the Customer.
- 4.2 **Termination:** This Agreement may be terminated without cause by either party, giving the other Party ninety (90) days written notice of their intention to terminate.
- 4.3 **Mutual Termination:** Notwithstanding anything to the contrary, the Parties, by mutual agreement may terminate this Agreement at any time.
- 4.4 **Termination for Cause/Reading EMS:** **Reading EMS** may terminate this Agreement in the event of any of the following:
- 4.4.1 **Non-Payment:** Non-payment of fees due from Customer, provided said non-payment continues to exist after receipt of sixty (60) days written notice of said delinquency from **Reading EMS** to Customer.
- 4.5 **Termination for Cause/Customer:** Customer may terminate this Agreement in the event of any of the following:
- 4.51 **Failure to Perform:** The failure of **Reading EMS** to perform their duties as set forth in this Agreement. In the event that Customer has any legitimate complaints as to the manner in which **Reading EMS** is performing, Customer shall give written notice setting forth the nature of their complaint. **Reading EMS** shall have thirty (30) days in which to correct this complaint to the satisfaction of Customer. If said situation is corrected, it shall no longer constitute an element of default. If, however, **Reading EMS** is unable or unwilling to correct this deficiency within said thirty (30) day period, then Customer, at its option, may terminate this Agreement by giving thirty (30) days written notice of its intention to terminate.
- 4.52 **Insolvency:** The insolvency of **Reading EMS**.

V. GENERAL PROVISIONS

- 5.1 **Infectious Control Management:** The Parties with respect to their employees or agents shall be responsible to comply with all standards, practices and regulations governing the management,

treatment and environmental control of patients, personnel and equipment to prevent exposure or transmission of infectious disease. Furthermore, each party will cooperate with the other in providing information about any known patient transport that requires extended procedures beyond the normal universal precautions.

- 5.2 Non-Discrimination:** The Parties agree not to differentiate or discriminate in the delivery of services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability, or medical condition, and agrees to render treatment and care to all persons in the same manner and in accord with the same standards as offered to other persons.
- 5.3 Access to Records:** The Parties hereto understand that this Agreement may be subject to, and if applicable all parties will abide by the provision of Section 952 of the Omnibus Reconciliation Act of 1980, and any amendments thereto, which pertain to the disclosure of records, books and documents relative to the cost of and charges for services furnished by **Reading EMS**.
- 5.4 Headings:** The headings used to identify a paragraph have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.
- 5.5 Governing Law:** The laws of the Commonwealth of Pennsylvania shall govern the validity, enforceability and interpretation of any of the clauses of this Agreement.
- 5.6 Entire Agreement:** This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- 5.7 Modification or Waiver:** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
- 5.8 Severability:** If any term, condition, clause or provision of this Agreement shall be determined to be void in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects, this Agreement shall be valid and continue in full force, effect and operation.
- 5.9 Assignability:** This Agreement may not be transferred, assigned or sub-contracted in part or in whole, without the party intending to do so, first providing written notice of such intent to the other Party and secondarily, without receiving acknowledgement by way of written consent from the other Party.

VI. NOTICE

- 6.1** Any notice required to be given pursuant to the terms and conditions hereof, shall be in writing and shall be sent by Certified or Registered Mail, addressed as follows:

City of Reading
Department of Fire and Rescue Services
Emergency Medical Services
815 Washington Street
Reading, PA 19601-3690
Attn: Fire Chief David Hollinger

With copy to:

St. Joseph Medical Center
2500 Bernville Road
P.O. Box 316
Reading, PA 19603
Attn: David Lim, VP Finance & CFO

VII. ATTACHMENTS

- 7.1** All exhibits hereto, namely Exhibit "A", "B" and "C", are incorporated by reference herein and shall be considered integral parts of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

READING EMS

Witness

By: _____
Vaughn D. Spencer, Mayor

ST. JOSEPH MEDICAL CENTER

Witness

David Lim, Vice President Finance & CFO

EXHIBIT "A"

ADDENDUM FOR NON-AMBULANCE SERVICES

EXHIBIT "A":

CARE VAN OPERATIONAL PLAN

The operational plan for St. Joseph Medical Center Care Van.

- A. Service Name:** The service shall be operated and identified as Care Van.
- B. Overview:** St. Joseph Medical Center, by way of this Agreement, is contracting with **Reading EMS** to operate, on behalf of St. Joseph Medical Center, a dedicated transportation service, as further defined in this Agreement. The mission of service will be to provide area residents with transportation assistance to the services offered by St. Joseph Medical Center and its affiliates. Under this contractual relationship, **Reading EMS** shall be paid seventy-two thousand dollars (\$72,000) per year of operation; six thousand (\$6,000) monthly. **Reading EMS** shall operate transport services Monday through Saturday on a nine (9) hour per day basis, during daylight hours. **Reading EMS** will operate the vehicle, which is further described in Exhibit "A" of this Agreement. Said vehicle shall be capable of transporting up to three (3) passengers or one (1) wheelchair patient.
- C. Service Scheduling:** Reservations for accessing the transportation service shall be received at least twenty-four (24) hours in advance, during normal business hours. Initially, authorized personnel will only accept reservations. Reservations for any given time will be cut-off when eighty (80) percent of vehicle capacity is reached. **Reading EMS** may choose to limit or cancel service when the ability to operate the Care Van safely is inhibited by severe weather.
- D. Operational Conditions:** **Reading EMS** shall operate said services throughout the extended areas surrounding St. Joseph Medical Center and any outpatient centers or affiliated physician offices operated by St. Joseph Medical Center. The operation of the system shall be established in harmony with the needs of the Hospital. The Hospital may charge users of the service four dollars (\$4.00) per one way or round trip to be collected at the time of service. Fees collected by **Reading EMS** from the operation of the Care Van will be returned to the Hospital.

EXHIBIT "B"
CHARGES AND COMPENSATION

EXHIBIT "B"
CHARGES AND COMPENSATION

The following Exhibit is provided in order to indicate the circumstances when charges for services will be applied, the areas of responsibility for payment and the specific rates for services rendered.

A. PAYMENT RESPONSIBILITY

With the exception of those circumstances specified in "A" and "B" below, the Customer shall not be held responsible for the payment of any medical transportation costs associated with the provisions of this Agreement. **Reading EMS** will assume the sole responsibility to invoice and pursue payment from Medicare, Medical Assistance, third party insurance carriers and/or patients for all medical transportation services it provides. Moreover, **Reading EMS** shall not hold Customer responsible for reimbursement or support of any bad debt which is incurred while providing such services or contractual allowances.

Customer shall be directly responsible for the payment of those services rendered in the following circumstances, at the rates identified in Section II herein.

1. **In-Patients:** Medical transportation services provided to all Medicare, Medicaid in-patients or in-patients where Customer has contractual obligations with a third party carrier to assume all related cost for care on a per diem basis. In-patients are described as patients who are transported from Customer's facility for either testing, evaluation or alternate medical care and returned back to the Customer's facility within a twenty-four (24) hour period.

B. RATES

The following rates will apply in all circumstances where the Customer becomes the responsible Party for the payment of **Reading EMS** services.

1. **BLS Medical Transportation Transports:** The all-inclusive fixed rates, specified below, include the base fee, mileage, equipment, supplies and any extended service time charges provided for those BLS medical transportation transports, with destination points within a fifteen (15) mile radius of the Customer's facility.

One-Way:	O.I.G. Prevailing Rate All-inclusive fixed rate (within fifteen [15] mile radius)
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Round Trip:	O.I.G. Prevailing Rate All-inclusive fixed rate (within fifteen [15] mile radius)
--------------------	---

- | | |
|--|--|
| Mileage: | O.I.G. Prevailing Rate
Per mile (when applicable outside
fifteen [15] mile radius) |
| Transfer: | O.I.G. Prevailing Rate
All-inclusive one-way price
Between the Community and St. Joseph
Campus |
| 2. Paratransit/Wheelchair
Medical Transport | \$45.00 (one-way); \$60.00 (round trip within
ten [10] miles; \$2.00/mile thereafter) |
| 3. ALS Medical Transportation Transports: | The all-inclusive fixed rates, specified below,
include base fee, mileage, equipment and supplies provided for those ALS medical transportation
transports, with destination points within a fifteen (15) mile radius of the Customer. |
| | O.I.G. Prevailing Rate
All-inclusive fixed rate |

C. RATE ESCALATION

The rates referenced herein and attached hereto will be subject to adjustment on an annual basis on the anniversary date of the Agreement. The adjustment to the rates will be based upon the Customer Price Index (CPI) most applicable to the Berks County Region.

D. METHOD OF INVOICING

Reading EMS will issue invoices in accordance with the Customer's policies for all medical transportation services, which becomes the responsibility of the Customer. On a monthly basis, a summary sheet will be issued to the Customer, which will list the date of transport, patient name, type and destination of transport and charges for each service previously invoiced.

Invoices will be sent to:	St. Joseph Medical Center 2500 Bernville Road P.O. Box 316 Reading, PA 19603 Attention: Christopher Chamberlain, EMS Liaison
---------------------------	--

E. METHOD OF PAYMENT

Customer agrees to render payment of **Reading EMS** within forty-five (45) days, following the date the Customer receives the monthly summary report.

RESOLUTION NO. _____

Resolved by the Council of the City of Reading, Berks County, Pennsylvania, that:

Whereas, by virtue of Resolution 134-2009, adopted December 14, 2009, the City of Reading declared its intent to follow the procedures for the disposition of records set forth in the Retention and Disposition Schedule for Records of Pennsylvania Municipalities issued in 2009; and

Whereas, in accordance with Act 428 of 1968 (as amended) each individual act of disposition shall be approved by resolution of the governing body of the municipality:

NOW THEREFORE, The Council of the City of Reading hereby resolves as follows:

In accordance with the above cited schedule, Council hereby authorizes the disposition of the following public records:

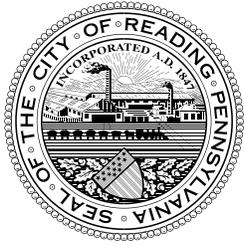
City Clerk
Financial Interest Statements, 2005

Passed Council _____

President of Council

Attest:

City Clerk



FUND TRANSFER AGENDA MEMO

TO: Members of City Council

FROM: Christian F. Zale
City Controller

PREPARED BY: Christian F. Zale
City Controller

MEETING DATE: December 17, 2012

AGENDA MEMO DATE: December 14, 2012

RECOMMENDED ACTION: Fund Transfer

BACKGROUND:

Liquid Fuels Fund (35) receives money (2013 budget \$1,364,200) from the state, usually the month of April. These funds are used to pay for street lighting, snow & ice removal, along with other street support items throughout the year. Because of this “timing” difference, the Liquid Fuel Fund does not have enough money to pay for expenses during the first three months of the 2013 year.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED BY:

City Controller

RECOMMENDED MOTION:

Approve the request.

BILL NO. _____ - 2012

AN ORDINANCE

AN ORDINANCE REQUESTING AUTHORIZATION TO TRANSFER FUNDS FROM THE TO GENERAL FUND TO THE LIQUID FUELS FUND.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Authorizing the transfer of \$400,000.00 from the General Fund (01) to the Liquid Fuels Fund (35). Upon receipt of state liquid fuels payment (usually April), the General Fund will be reimbursed in the amount of \$400,000.00 from the Liquid Fuels Fund.

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: _____

Date: _____

BILL NO. _____ 2013

AN ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, FEE SCHEDULE, TO ADD A BAKERY CATEGORY FOR HEALTH PERMIT INSPECTIONS

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Fee Schedule for Health Permit Inspections shall be amended to add a Bakery category for Health Permit inspections as below:

Bakery	\$220.00
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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 schedule 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 in 10 days in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2013

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

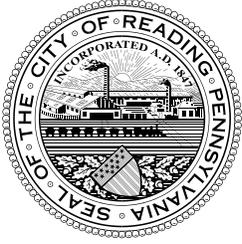
Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____



FUND TRANSFER

TO: Members of City Council

FROM: Christian F. Zale
City Controller

PREPARED BY: Christian F. Zale
City Controller

MEETING DATE: January 14, 2013

AGENDA MEMO DATE: January 4, 2013

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:

City Controller

RECOMMENDED MOTION:

Approve the request.

BILL NO. _____ - 2013

AN ORDINANCE

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 \$1,000,000.00 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 \$1,000,000.00 should be repaid before the end of 2013. 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 _____, 2013

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

AMENDMENT TO ORDINANCE No. 95-2010 (MAIN STREET PROGRAM)
Bill No. ___-2013

AN AMENDATORY ORDINANCE OF THE CITY OF READING, AMENDING ORDINANCE No. 95-2010, CODIFIED AS SECTION 1-599.61 OF THE CODE OF ORDINANCES OF THE CITY OF READING, TO DECLARE THAT THE READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY WILL EXERCISE FIDUCIARY AND ADMINISTRATIVE OVERSIGHT OVER THE READING MAIN STREET PROGRAM; TO DESIGNATE THE EXECUTIVE DIRECTOR OF THE READING DOWNTOWN IMPROVEMENT DISTRICT AS THE MAIN STREET PROGRAM MANAGER; AND TO AUTHORIZE THE AMENDMENT TO THE AGREEMENT OF JULY 27, 2005 BETWEEN THE CITY OF READING AND THE READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE

WHEREAS, the City of Reading ("City"), by the adoption of Ordinance No. 95-2010 on November 22, 2010, has established the Reading Main Street Program with support from the Department of Community and Economic Development of the Commonwealth of Pennsylvania ("DCED") and the Pennsylvania Downtown Center ("PDC") in accordance with the New Communities Program for the prevention and elimination of blight under Section 4(C) of the Housing and Redevelopment Assistance Law, Act of May 20, 1949, P.L. 1633, No. 493, as amended; and,

WHEREAS, it has been determined by the City that the Board of Directors of the Reading Downtown Improvement District Authority ("RDIDA") should exercise fiduciary and administrative oversight over the Reading Main Street Program, and that the Executive Director of the Reading Downtown Improvement District ("DID") should serve as Program Manager for the Reading Main Street Program.

IT IS HEREBY ENACTED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF READING AS FOLLOWS:

Section 1. RDIDA Board to Exercise Oversight of Reading Main Street Program. Ordinance No. 95-2010, codified as Section 1-599.61 of the Code of Ordinances of the City of Reading, shall be amended as follows:

The City of Reading recognizes that a blighting influence exists because of urban decay and continued divestment in the Central Business District of the City of Reading, Berks County, Pennsylvania ("the City") in and around Penn Street from Front Street to

~~11th Street and from Franklin Street to Walnut Street within the City.~~¹ The Reading Main Street Program Board is hereby authorized and shall consist of nine members, who shall be recommended by the Mayor and approved by City Council for a term of three years, and a liaison. The Reading Main Street Program Board of Directors and the Reading Department of Community Development will ~~administer~~ *serve as advisory bodies to the Main Street Program. that will, The Board of Directors of the RDIDA will exercise fiduciary and administrative oversight over the Reading Main Street Program. The purposes of the Reading Main Street Program are to:* 1) promote a sense of community and unified purpose, 2) assure the historic continuity of the City's architectural heritage, 3) improve the image and perception of the City to residents and visitors and, 4) strengthen economic rejuvenation of property and commerce to the benefit of all.

Section 2. DID Executive Director as Reading Main Street Program Manager. The Executive Director of the DID shall serve as the Program Manager for the Reading Main Street Program, with all duties as permitted by applicable laws, DCED regulations, regulations, and lawful regulations of any body, agency, or entity providing grants, loans, or other funding or financing.

Section 3. Amendment to Agreement Between City and RDIDA. The City is hereby authorized to enter into an amendment to the Agreement dated June 27, 2005 between the City and the RDIDA for the purpose of putting into effect the subject matter of this Ordinance. The role of the RDIDA and its Executive Director with respect to the Reading Main Street Program, as described herein, is shown in the chart attached hereto as Exhibit "A" and made a part hereof. A true and correct copy of the Amendment to the Agreement is attached hereto as Exhibit "B" and made a part hereof.

Section 4. Full force and effect. The remainder of Ordinance No. 95-2010 shall remain in full force and effect.

Section 5. Severability. The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the City Council that such Ordinance would have been enacted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

¹ Exact Main Street area will be in the final form of the Ordinance, to be determined after the Main Street Committee meeting on Friday, January 11, 2013.

Section 6. Repealer. All ordinances or parts of ordinances of the City which are inconsistent herewith are hereby repealed.

Section 7. Effective Date. This Ordinance shall become effective on the earliest date allowed by law.

DULY ENACTED AND ORDAINED this 28th day of January, 2013.

CITY COUNCIL OF THE CITY OF
READING

By: _____
Francis Acosta, President

Attest: _____
Linda Kelleher, City Clerk

Submitted to Mayor: _____
Date: _____

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

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

AMENDMENT TO ORDINANCE No. 41-2005 (DID Reestablishment as NID)

Bill No. ____-2013

AN ORDINANCE OF THE CITY OF READING, AMENDING ORDINANCE No. 41-2005, CODIFIED AS SECTIONS 1-431 THROUGH 1-440 OF THE CODE OF ORDINANCES OF THE CITY OF READING, TO AMEND SECTION 1-433, TITLED "RIGHTS OF AUTHORITY" TO ADD TO THE POWERS OF THE READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY THE POWER OF MANAGEMENT AND FIDUCIARY AND ADMINISTRATIVE OVERSIGHT OF THE READING MAIN STREET PROGRAM; AMENDING SECTION 1-435, TITLED "MANAGEMENT" TO ADD RESPONSIBILITY FOR FIDUCIARY AND ADMINISTRATIVE OVERSIGHT OF THE READING MAIN STREET PROGRAM TO THE RESPONSIBILITIES OF THE READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY BOARD; AND AMENDING SECTION 1-439, TITLED "MANAGEMENT AGREEMENT," TO AUTHORIZE AMENDMENT OF THE AGREEMENT BETWEEN THE READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY AND THE CITY OF READING TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE

WHEREAS, the Reading Downtown Improvement District Authority ("RDIDA") was established by the City Council of the City of Reading ("City") by Ordinance No. 134-94, to facilitate a clean and safe downtown area in the City;

WHEREAS, on June 27, 2005, Ordinance No. 41-2005 was adopted by the City Council of the City of Reading ("City"), re-establishing the "City of Reading Downtown Improvement District Authority" ("RDIDA") pursuant to the Neighborhood Improvement District Act, 73 P.S. §§ 831, et seq., and approving the Final Plan of the Reading Downtown Improvement District ("DID") and approving an agreement with respect to types and levels of service between the City and the RDIDA;

WHEREAS, it has been determined by the City that it is in the best interests of the City and the Reading Main Street Program that the Board of Directors of the RDIDA should exercise fiduciary and administrative oversight over the Reading Main Street Program, and that the Executive Director of the Reading Downtown Improvement District ("DID") should serve as Program Manager for the Reading Main Street Program.

IT IS HEREBY ENACTED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF READING AS FOLLOWS:

Section 1. Amendment to Section 1-433. Section 1-433 of the Code of Ordinances of the City of Reading (Section 3 of Ordinance No. 41-2005), titled “Rights of Authority,” shall be amended to read as follows:

The Authority may recommend to City Council more specific boundaries of the designated District, in accordance with the Neighborhood Improvement District Act or other applicable law. The Authority shall have the authority to develop and make business improvements and provide administrative services, including additional security, cleaning and maintenance, marketing, and other management services, *including fiduciary and administrative oversight of the programs of the Reading Main Street Program, and management of the Reading Main Street Program by the DID Executive Director (who shall be designated as Program Manager of the Reading Main Street Program),* all in accordance with applicable law ~~and/or in Reading Downtown Improvement District Authority.~~ The Authority shall have the authority to impose an assessment on each benefitted property in the designated district described in this Part.

Section 2. Amendment to Section 1-435. Section 1-435 of the Code of Ordinances of the City of Reading (Section 5 of Ordinance No. 41-2005), titled “Management,” shall be amended to read as follows:

The Authority, an existing municipal authority established pursuant to the Act of May 2, 1945 (P.L. 382, No. 164, known as the Municipality Authorities Act of 1945), shall be re-authorized, and shall be appointed as the Neighborhood Improvement District Management Association (NIDMA) of the City of Reading Downtown Improvement District and authorized to exercise all powers provided in § 7 of the Act, 73 P.S. § 837 *and authorized to exercise fiduciary and administrative oversight of the Reading Main Street Program, including authorization for the Executive Director of the Reading Downtown Improvement District to serve as Program Manager for the Reading Main Street Program.*

Section 3. Amendment to Section 1-439. Section 1-439 of the Code of Ordinances of the City of Reading (Section 9 of Ordinance No. 41-2005), titled “Management Agreement” shall be amended to read as follows:

An amendment to the Agreement between the City of Reading and the Reading Downtown Improvement District Authority to effectuate the purposes of this Ordinance is hereby authorized. The Amendment to the Agreement attached as Exhibit “A” between the City Council of the City of Reading and the

Board of the Authority is hereby approved, and shall govern specific powers, duties, and responsibilities of the City of Reading and the Authority. *The role of the RDIDA and its Executive Director with respect to the Reading Main Street Program, as described herein, is shown in the chart attached hereto as Exhibit "B."*

Section 4. Full force and effect. *The remainder of Ordinance No. 41-2005 shall remain in full force and effect.*

Section 5. Severability. *The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the City Council that such Ordinance would have been enacted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.*

Section 6. Repealer. *All ordinances or parts of ordinances of the City which are inconsistent herewith are hereby repealed.*

Section 7. Effective Date. *This Ordinance shall become effective on the earliest date allowed by law.*

DULY ENACTED AND ORDAINED this 28th day of January, 2013.

CITY COUNCIL OF THE
CITY OF READING

By: _____
Francis Acosta, President

Attest: _____

Linda Kelleher, City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF READING AND THE
READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY

IT IS HEREBY AGREED BETWEEN THE CITY COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, AND THE BOARD OF DIRECTORS OF THE READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY THAT THE AGREEMENT BETWEEN THE CITY OF READING AND THE READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY DATED JUNE 27, 2005 SHALL BE AMENDED AS FOLLOWS:

1. Section II, entitled "DID Authority Responsibilities" shall be amended to add to Section II (3), entitled "Scope of Work of DID Authority" the following sub-paragraphs:

e) Administrative and Fiduciary Oversight of the Reading Main Street Program. *The DID Authority Board shall exercise administrative and fiduciary oversight of the operations and programs of the Reading Main Street Program. This shall entail review and comment with respect to the proposed budget, expenditures, programs, and activities conducted by the Reading Main Street Program.*

f) Management of the Reading Main Street Program. *The Executive Director of the DID shall serve as Program Manager for the Reading Main Street Program, as a part of his or her duties as DID Executive Director. Any and all additional compensation to the Executive Director for these services shall be separately funded by the City, and shall not, under any circumstances, be funded with assessments remitted by property owners in the DID.*

2. Section II, entitled "DID Authority Responsibilities," shall be amended to add to subsection (4)(a), "Payment to DID Authority," the following sub-paragraph:

(iii) *The City will increase the compensation to the RDIDA in the sum of Twelve Thousand Dollars and 00/100 (\$12,000.00) per year to fund the additional cost of the service of the DID Executive Director as Main Street Program Manager.*

3. Amend Section II, entitled "DID Authority Responsibilities," shall be amended to replace subsection (4)(b) "Payment to DID Authority," so that said subsection shall read as follows:

b) Disbursement of these funds will be one (1) time per month, or one-twelfth (1/12) of the total annual amount, which shall be *Five Thousand Dollars and 00/100 (\$5,000.00)* per month.

**CITY OF READING
BERKS COUNTY, PENNSYLVANIA**

ORDINANCE NO. _____
ENACTED: JANUARY __, 2013

AN ORDINANCE OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, AMENDING AN ORDINANCE OF THE CITY PREVIOUSLY ENACTED ON JUNE 25, 2012, THAT AUTHORIZED THE INCURRENCE OF NONELECTORAL DEBT THROUGH THE ISSUANCE OF A SERIES OF FEDERALLY-TAXABLE GENERAL OBLIGATION NOTES OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION ONE HUNDRED ELEVEN THOUSAND DOLLARS (\$3,111,000) 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 (THE "ACT"), TO PROVIDE FUNDS FOR CERTAIN PROJECTS OF THE CITY RECITED THEREIN; PROVIDING THAT THE DATES SET FORTH IN SAID ORDINANCE FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON SAID NOTES BE MODIFIED; PROVIDING FOR CERTAIN OTHER AMENDMENTS TO SAID ORDINANCE; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THIS CITY TO DO, TAKE AND PERFORM CERTAIN NECESSARY AND/OR APPROPRIATE ACTS AND THINGS RELATING TO SUCH AMENDED ORDINANCE; 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 Council of this City, by Ordinance dated June 25, 2012 (the "Note Enabling Ordinance"), authorized and directed the issuance of a series of general obligation notes (the "Notes") in an aggregate principal amount of \$3,111,000, to provide funds for and towards certain projects of the City, pursuant to the provisions of the Local Government Unit Debt Act of the Commonwealth, as reenacted and amended (the "Act"); and

WHEREAS, the Note Enabling Ordinance established the dates for the payment of the principal of and interest on the Notes; and

WHEREAS, the City desires to (a) change the dates for the payment of the interest on the Notes from May 15 and November 15 of each year to January 15 and July 15 of each year; and (b) change the dates for the payment of the principal on the Notes from May 15 of each year to July 15 of each year; and

WHEREAS, such amendment, in part, of the Note Enabling Ordinance is permitted pursuant to the provisions of the Act.

The above recitals are deemed to be part of the Ordinance.

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

Section 3 of the Note Enabling Ordinance is hereby amended to add the following sentence at the end of said Section 3:

“Interest on the Note shall be due and payable semi-annually on January 15 and July 15 of each year, commencing on July 15, 2013.”

All references in the form of Note attached as Exhibit B to the Note Enabling Ordinance are hereby amended to provide that (a) interest on the Note shall be due and payable semi-annually on January 15 and July 15 of each year and (b) principal on the Note shall be due and payable annually on July 15 of each year.

Exhibit A to the Note Enabling Ordinance is hereby amended and restated in its entirety to read as set forth on Exhibit A to this Ordinance.

The Note Enabling Ordinance is further amended to change all references to the Note being designated as “City of Reading, Berks County, Pennsylvania, Sinking Fund – Federally-Taxable General Obligation Note, Series B of 2012” to read “City of Reading, Berks County, Pennsylvania, Sinking Fund – Federally-Taxable General Obligation Note, Series of 2013.”

The action of the officers of the City in advertising a summary of this Ordinance, as required by law, is hereby authorized, ratified and confirmed. The officers of the City or any of them, are authorized and directed to advertise a notice of enactment of this Ordinance in a newspaper of general circulation in the City within 15 days after final enactment. The City Clerk is hereby directed to make a copy of this Ordinance available for inspection by any citizen during normal office hours.

The officers and officials of the City are hereby authorized and directed to do, take and perform all necessary and required acts and things in connection with passage of this Ordinance as an amendment to the Note Enabling Ordinance, including, but not limited to, the filing of a certified copy of this Ordinance with the Paying Agent and Sinking Fund Depository, the Department of Community and Economic Development of the Commonwealth, if necessary, the Solicitor of this City and Bond Counsel.

All provisions of the Note Enabling Ordinance shall be and remain in full force and effect except to the extent specifically amended by 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, 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.

DULY ENACTED, THIS ____ DAY OF JANUARY, 2013, BY THE COUNCIL OF CITY OF READING, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

CITY OF READING, BERKS COUNTY,
PENNSYLVANIA

(SEAL)

By: _____
Francis Acosta, President of Council

Attest:

Linda A. Kelleher CMC, City Clerk

EXHIBIT A

Principal Payment Schedule

Payment Date (July 15)	<u>Amount</u>
2013	\$144,000
2014	152,000
2015	159,000
2016	167,000
2017	175,000
2018	184,000
2019	193,000
2020	203,000
2021	213,000
2022	224,000
2023	235,000
2024	247,000
2025	259,000
2026	272,000
2027	284,000

R E S O L U T I O N N O. _____ 2012

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

Approving the Conditional Use application submitted by Liz Albarran for HM Investments LLC aka Petronila Herrera-Munoz, 1620 Mulberry St requesting a zoning permit for a the addition of one first floor rental unit at 912 Amity Street with conditions.

Adopted by Council _____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher CMC
City Clerk

(Council Staff)

IN RE: APPLICATION OF	: BEFORE THE CITY OUNCIL
LIZ ALBARRAN FOR HM	:
INVESTMENTS	: OF THE CITY OF READING,
FOR A CONDITIONAL USE	: PENNSYLVANIA
PERMIT FOR A TWO UNIT	:
CONVERSION AT 912	:
AMITY STREET, READING,	:
BERKS COUNTY, PENNSYLVANIA	:

**DECISION OF THE CITY OF READING
CITY COUNCIL ON A CONDITIONAL USE APPLICATION**

AND NOW, this 17th day of December, 2012, hearings have been held on December 5, 2012, upon the application of Liz Albarran for HM Investments LLC aka Petronila Herrera-Munoz, 1620 Mulberry St. notice of such hearing having been first sent, posted and advertised in accordance with the provisions of the Pennsylvania Municipalities Planning Code and the City of Reading Zoning Ordinance, as amended, the City of Reading City Council (hereinafter "Council") renders the following decision:

FINDINGS OF FACT

City Council finds the following facts:

1. The Applicant is Liz Albarran for HM Investments LLC aka Petronila Herrera-Munoz, 1620 Mulberry St., Reading PA 19604.
2. Applicant is the property manager for the fee simple owner of the property of 912 Amity Street at the time of application and at the time of the hearing.
3. The Subject Property is located in the R-3 Zoning District as that term and district is defined by the City of Reading Zoning Ordinance, as amended, (hereinafter referred to as "Zoning Ordinance").

4. Applicant is seeking a Conditional Use for the addition of a first floor rental unit as per the Zoning Ordinance per §27-1203.4.
5. The Applicant attended the hearing.
6. The Solicitor for the City entered the agenda and all attachments on to the record, without objection from the Applicant.
7. The Applicant stated that the Property had been an owner occupied commercial property (commercial on the first floor and owner occupied living space on the second floor); however, when she purchased the property in March 2012, the property had been converted to a two unit rental property on the first and second floors.
8. The Applicant testified that when she purchased the property she planned to open a salon in the first floor space but found the cost of the conversion to be exorbitant and decided to retain the rental use.
9. The Zoning Administrator stated that he reviewed the property file and found a zoning permit for first floor commercial space; however Property Maintenance records show housing permits dating back to the late 1990s for a single unit. He noted that there were lapses in housing permit payments in 2007, 2008, 2009, 2011 and 2012. He expressed the belief that the 2nd floor rental space was grandfathered, so only an additional one and a half parking spaces would need to be provided for the first floor unit.
10. The Zoning Administrator stated that the existing garage does not meet the dimensional requirements specified in the zoning ordinance; however, he expressed the belief that the garage could hold two cars.
11. The City Planner stated that the Planning Commission reviewed the application at their November 27th meeting and had the following questions and concerns:
 - The layout of the 2nd floor space
 - The independence and viability of the two separate rental units
 - The off street parking capacity due to the size and configuration of the garage
 - If the building has all plumbing, heating and electrical equipment and facilities that are adequate and appropriate for the proposed use

- The time lapse since the closure of the commercial use

12. The City Planning Commission recommended the denial of this application and returning the use to single family in Resolution 30-2012.

12. The Applicant testified that off-street parking is available at the garage and she is renting one additional space in Jake’s Laundry across the street.

13. The Applicant agreed to allow Building/Trades and Property Maintenance Inspection Divisions inspect the property prior to the issuance of the zoning permit. She also agreed to expand the entry for the garage and she did not object to the entry of Exhibits 2 and 3 (documents provided by the Zoning Administrator and the Planning Commission) onto the record.

DISCUSSION

The Applicant is seeking a Conditional Use Permit to add one rental unit to the first floor of 912 Amity Street. The building is located in an R3 zoning district. The City of Reading Zoning Ordinance §27-1203.4 Conversions provides that the following standards are met:

D. Conversions. This section applies to an existing building where it is allowed by the zoning district regulations to be converted into new dwelling units:

1. A site plan, drawn to the scale, showing the location and dimensions of all off-street parking, private entrances, walkways and landscaping, shall be submitted, as well as, architectural plans showing the dimensions and square footage of all rooms and storage spaces and indicating the intended use of all rooms.
2. The conversion shall have the minimum floor area as designated by the following schedule:

Apartment Square Feet	
Efficiency or Studio	Not Allowed
One Bedroom	550
Two Bedroom	700
Three or More Bedroom	850

3. For each dwelling unit, there shall be a minimum 1.5 off-street parking spaces per unit.
4. Documents indicating to the City Codes Staff’s satisfaction that all plumbing, heating and electrical equipment and facilities are adequate and appropriate for the proposed use. The entire building shall also be made available for a code inspection.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Subject Property is located in the R-3 Zoning District.

2. Hearing was held on December 5, 2012.
3. Applicant requests a Conditional Use for a conversion of the Subject Property to a two (2) unit property, which would add one rental unit on the first floor.
4. The burden of proof in an application for a Conditional Use is upon the Applicant.
5. City of Reading City Council is permitted to grant Conditional Uses and other relief as set forth in the Zoning Ordinance of the City of Reading and Pennsylvania Municipalities Planning Code upon compliance with the requirements therefore set forth in the Zoning Ordinance.
6. In order to grant the relief, Applicant must show that it has satisfied §27-1203 D of the City of Reading Zoning Ordinance and meet the conditions applied by City Council.
7. At the hearing, Applicant failed to provide proof that they satisfied some conditions of §27-1203.4 of the City of Reading Zoning Ordinance
- 8 Applicant did not file an application for other relief from the City of Reading Zoning Hearing Board.
9. Applicant failed to provide documents showing that the property's plumbing, heating and electrical equipment and facilities are adequate and appropriate for the proposed use, the floor plans for the second floor unit and the entrance ways to the two living units

DECISION

After reviewing the Applicant's request in detail, City Council enters the following decision:

The application of Liz Albarran for HM Investments LLC aka Petronila Herrera-Munoz for a conditional use permit for the addition of a first floor rental unit at 912 Amity is hereby approved with the following conditions:

1. The Applicant must expand the entry door to the two car garage or convert the garage into a carport, and

2. As the Applicant failed to provide proof that the property is in compliance with the City Code regulations, a Property Maintenance and Building Trades inspection will be scheduled.

City Council further orders that the conditional use permit will not be issued until the property is in compliance with Property Maintenance and Building/Trade code regulations.

This is the decision of the City of Reading City Council by a vote of ___ to ___.

CITY OF READING CITY COUNCIL

President of Council

Attest:

City Clerk

R E S O L U T I O N N O._____

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

Appointing Deborah Hoag to the RATS (Reading Area Transportation
Study) Technical Committee.

Adopted by Council_____, 2012

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk