



CITY COUNCIL

Meeting Agenda

**REGULAR MEETING
2014**

MONDAY, APRIL 14,

COUNCIL CHAMBERS

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: Msgr. Thomas Orsulak, St. Peter's Roman Catholic Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

- Council Commendation recognizing Fair Housing Month, accepted by the Reading Human Relations Commission

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 or by legibly printing their name, address and the subject matter to be discussed on a sign-up sheet found on the podium in Council Chambers between 5 pm and 7 pm on the day of the scheduled 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 March 24, 2014 and Special Meeting of March 31, 2014

B. AGENDA: Regular Meeting of April 14, 2014

5. Consent Agenda Legislation

A. Resolution 48-2014 - authorizing an amendment to the 2013 CDBG Action Plan to cancel the Centre Park Historic District Signage Installation activity. **(CD)**

B. Resolution - authorizing an amendment to the 2014 CDBG Action Plan to move \$100,000 in CDBG funds from the CDBG Emergency Demolition Slum and Blight Removal Activity to create the CDBG Emergency Demolition Urgent Needs Activity. **(CD)**

C. Resolution - authorizing entering a contract with Republic First National Corporation for the lease/purchase of the refurbishment of two city owned ambulances in the EMS division and to authorize the Fire Department designee to make payments on behalf of the City of Reading. **(Fire)**

D. Resolution - approving the Contract with Kansas State Bank for the funding of the IT Equipment and that Matthew Bembenick and Henry Tangredi can enter into such Contract. **(Purchasing)**

E. Award of Contract - for furnishing bituminous materials and asphalt cements for pick-up to South Reading Blacktop, Division of Reading Materials, 148 Angstadt Lane, Birdsboro, who is the low bidder at the unit prices submitted for an estimated total bid price of \$119,200.00 (estimate based on usage). **(Purchasing)**

F. Award of Contract - to Urban Research & Development Corporation (URDC), Bethlehem, for a total price of \$75,800. **(Purchasing)**

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

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

9. ORDINANCES FOR FINAL PASSAGE

A. Bill 24-2014 – Amending the City Code, Chapter 308 Housing, Part B Disruptive Conduct (DCR) Ordinance **(Law/Police/Council Staff); Advertised April 3rd**

B. Bill 25-2014 – Amending the City Code, Chapter 212 decreasing the DCR Appeal fee to \$50 from \$275. **(Law/Police/Council Staff) Advertised April 3rd**

C. Bill 26-2014 – approving a long-term lease of certain premises within City Hall to the County of Berks in support of regional emergency communications & operations **(Man Dir)**

D. Bill 27-2014 – repealing and replacing Bill No. 16-2014 by directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend the City of Reading Home Rule Charter by deleting the requirement that the City Auditor be a CPA with a minimum of five (5) years experience in business administration, accounting, management, or municipal government. **(Law)**

E. Bill 28-2014 – repealing and replacing Bill No. 14-2014 by directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend the City of Reading Home Rule Charter to require appointment of a charter review commission at least every five (5) years but no sooner than every three (3) years and prohibit city officials or employees from serving on the commission. **(Law)**

F. Bill 29-2014 –directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend Home Rule Charter Sections 215, 601, 602 and 908 (c) – Administrative Code, Procedures, Ordinances and [Budget] Amendment after Adoption which limits Council’s power to make legislative changes to the Administrative Code and provides the Mayor with the sole power to issue administrative regulation and procedure. **(Law) Sponsored by Marmarou, Daubert, Sterner, Reed and Goodman-Hinnershitz**

G. Bill 30-2014 – repealing and replacing Bill No. 17-2014 directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend Home Rule Charter to allow one person to serve on two (2) boards and commissions if there is no conflict **(Law)**

H. Bill 31-2014 – repealing and replacing Bill No. 15-2014 directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend Home Rule Charter to eliminate the Managing Directors power to “Direct and supervise the administration of all departments, offices and agencies of the City, except as provided by this Charter or by law” and provide that power solely to the Mayor. **(Law)**

I. Bill 32-2014 – repealing and replacing Bill No. 12-2014 directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend Home Rule Charter to require the Annual Position ordinance to be amended before the Administration can hire more personnel than the Position ordinance allows. **(Law)**

J. Bill 33-2014 - amending City Code Chapter 346 Litter and Advertising Material, section 103 Prohibiting the Placement of Advertising Material on Automobiles **(Waltman/Council Staff) Reviewed by the Standards of Living Committee 3-17-14; Advertisement scheduled for April 3rd**

K. Bill 34-2014 – amending the Solid Waste and Recycling Fund 56 Budgets; Solid Waste budget will increase by \$90,372, Recycling budget will increase by \$24,775 for a combined 2014 budget of \$5,867,456 **(Man Dir) Reviewed by the Finance Committee 3-17-14**

L. Bill 35-2014 – amending the Recreation Commission Agreement of Cooperation **(Law)**

M. Resolution – approving the zoning change of 15 Prospect Street from R1 to CH with conditions **(Council Staff)**

N. Bill 36-2014 – Amending Section 600-501 of the City of Reading Zoning Ordinance is so as to provide the rezoning of a certain tract of land recorded at Deed Book Volume 3171, Page 0782-0786, in the Berks County Recorder of Deeds office commonly known as 15 Prospect Avenue, from R2 low density residential to CH Commercial Highway **(Council Staff) Public Hearing 4-1-14, Hearing Advertised 3-17 and 3-24; Ordinance advertised 4-4 for 4-14 vote; Introduced at the March 10 regular meeting**

O. Bill 37-2014 – dissolving the Reading Area Water Authority, approving the Certificate of Termination of the Authority, and authorizing all actions necessary to effectuate the same. **(Law/Council Staff) Introduced at the March 31 special meeting**

P. Bill 38-2014 – amending the Administrative Code which authorizes all departments, offices, and agencies to undertake the RFP process **(Law/Council Staff) Introduced at the March 31 special meeting**

Q. Bill No. 10-2014 – authorizing the temporary easement on city-owned land in Perry/Richmond Townships to the Commonwealth of Pennsylvania **(Law) Introduced at the Jan 13 regular meeting; Tabled at the Jan 27 and the Feb 10th regular meeting**

R. Bill No. 11-2014 – authorizing the sale of city-owned land in Perry/Richmond Townships to the Commonwealth of Pennsylvania **(Law)** *Introduced at the Jan 13 regular meeting; Tabled at the Jan 27 and the Feb 10th regular meeting*

10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance - amending the City Code Chapter 308, Housing, of the Codified Ordinances to eliminate the tenant listing requirement and provide for injunctive relief **(Man Dir)**

B. Ordinance - amending Chapter 212, Fee Schedule, Section 120 Parks and Recreation, of the City of Reading Code to add a rental fee for Keffer Park Field House **(Rec Commission)**

C. Ordinance – creating the Reading Regional Water Authority **(City Council)**

D. Ordinance – authorizing a MOU between the City and the Reading Rec Commission **(Law)**

E. Ordinance – amending the Home Rule Per Capita Tax Ordinance penalty and interest sections and setting the due date as July 1st annually **(Law)**

11. RESOLUTIONS

A. Resolution – appointing Carissa Johnson to the Diversity Board **(Nom & Appts)**

B. Resolution – reappointing Alan Shuman to the DID Authority **(Nom & Appts)**

12. PUBLIC COMMENT – GENERAL MATTERS

Please see public speaking rules on first page

13. COUNCIL BUSINESS / COMMENTS

14. COUNCIL MEETING SCHEDULE

Monday, April 14

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

Monday, April 21

Finance, Budget and Audit Committee – Council Office – 5 pm

Standards of Living Committee – Council Office – 5 pm

Monday, April 28

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

Act 73 Water Lease Amendment Meeting Schedule

- *Wed April 16th – J. Miravich and G. Mann*
- *Wed April 23rd – J. Miravich and G. Mann*
- *Wed April 30th – J. Miravich and G. Mann*

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

Monday, April 14

Fire Civil Service Board – Penn Room – 4 pm

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

Tuesday, April 15

HARB – Penn Room – 7 pm

Charter Board – Penn Room – 8 pm

Wednesday, April 16

Redevelopment Authority – Redevelopment Authority office – 6:30 pm

Thursday, April 17

Diversity Board – Council Chambers – 3 pm

Blighted Property Review Committee – Council Chambers – 6 pm

Monday, April 21

Library Board – 113 S 4th St – 4 pm

Tuesday, April 22

Environmental Advisory Council – Public Works Building – noon

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, April 23

Parking Authority – Parking Authority office – 5:30 pm

Stadium Commission – Stadium RBI room – 7:30 pm

Thursday, April 24

Water Authority – Water Authority office – 4 pm

Monday, April 28

DID Authority – 645 Penn St 5th floor – noon

District 7 Crime Watch – Holy Spirit Church – 7 pm

**City of Reading City Council
Regular Business Meeting
Monday, March 24, 2014**

Council President Francis Acosta called the meeting to order.

The invocation was given by Rev. Efrain Ortiz, St. Paul's Church of God.

All present pledged to the flag.

ATTENDANCE

Council President Acosta

Councilor Daubert, District 1

Councilor Goodman-Hinnershitz, District 2

Councilor Sterner, District 3

Councilor Marmarou, District 4

Councilor Reed, District 5

Councilor Waltman, District 6

City Auditor D. Cituk

City Solicitor C. Younger

City Clerk L. Kelleher

Mayor V. Spencer

PROCLAMATIONS AND PRESENTATIONS

Council Commendation recognizing Greek Independence.

PUBLIC COMMENT

Council President Acosta stated that there were five (5) citizens registered to address Council on non-agenda matters this evening. He reminded those registered about the public speaking rules. He inquired if any Councilor objected to suspending the public comment rule requiring non-agenda comment at the end of the meeting. As there was no objection, the rule requiring non-agenda comment at the end of the meeting was suspended.

Fran Rodriguez, representing the Boy Scouts, spoke about the merits of the Boy Scout program for youth and about the benefits of adult volunteerism. She encouraged youth and adults to get involved with the Boy Scout program.

Carl Baskin, of Fairview St, stated that he is the Vice President of the Ironworkers 420 union. He stated that some phases of the hotel construction project are being performed by non-union and non Berks County labor. He expressed the belief that as the project is funded through tax dollars, local labor should be used for the construction. Using local labor keeps revenue and economic benefit local. He suggested adopting a Local Labor agreement that would require union construction for projects that exceed \$250K. Similar agreements are used elsewhere. He described the union's training process and the organizations supported by local labor.

Justus James, representing the AFSCME 2763, stated that there seems to be some disconnect between the City and the union workers. He agreed that the City needs to fix their \$15M financial gap and he suggested that the City consider RAWA's long term proposal to do that. He stated that fixing the financial problems helps to secure City related union jobs.

Ernest Schlegel, of Pear Street, stated that he has heard that the City requested a short term proposal from RAWA, rather than considering the two (2) long term proposals issued to the City by RAWA. He stated that he was recently appointed to the RAWA board. He stated that the two (2) long term proposals were based on a valuation. He noted the need to retain the asset through a continued lease to RAWA and avoid outsourcing this asset to a private corporation. He also questioned the process the City is using to conduct this exploration and suggested that the City evaluate how any revenue generated would be used. He expressed the belief that the RAWA board represents the union employees and the ratepayers. He stated that as a board member he cannot support a short term deal, as it is not in the best interest of RAWA or their employees. He urged Council to consider the two (2) long term proposals submitted.

Patrick Bauer, of North 6th Street, stated that he is concerned with the use of the term "lease" as the water rates are really a tax. He stated that this tax should be controlled by a board appointed by the City. He stated that if the City goes through the RFQ process the City would lose its strength by paying a profit to the private company who would take over the water lease. He urged Council to retain the City appointed RAWA board and lease agreement.

Dr. Noahleen Betts, of Perkiomen Avenue, described the Miss Teen Reading competition recently held at the Lincoln Hotel. She described the merits of the competition for young women in Reading, along with the donors and scholarships awarded. She thanked Councilors Goodman-Hinnershitz and Reed for assisting with the judging.

APPROVAL OF THE AGENDA & MINUTES

Council President Acosta called Council's attention to the agenda for this meeting, including the legislation listed under the Consent Agenda heading and the minutes from the March 10th Regular Meeting of Council. He stated that the DCNR resolution listed under the Consent Agenda will be moved to the Resolution heading for a separate vote and that the administration is withdrawing Bill No. 5-2014 relating to an UGI easement.

Councilor Marmarou moved, seconded by Councilor Sterner, to approve the minutes from the March 10th Regular Meeting of Council and the agenda as amended, including the legislation listed under the Consent Agenda heading. The motion was approved unanimously.

Consent Agenda

A. Resolution 40-2014 – promoting Officer Eric Suydam to the rank of Sergeant (Police)

B. Resolution 41-2014 – promoting Sergeant Richard Tornielli to the rank of Lieutenant (Police)

C. Resolution 42-2014– authorizing the disposition of the following files from the Law Department (Law):

- Bankruptcy case files through 2009, excluding files that involve precedential litigation or otherwise have precedential value.
- Closed Human Resources/Risk and Safety case files related to closed litigation and closed claims

D. Resolution 43-2014 – authorizing an agility agreement between the City and PennDOT from January 2013 through December 31, 2018 **(Man Dir) To be distributed on Monday**

ADMINISTRATIVE REPORT

The mayor read the report distributed to Council at the meeting, in summary:

- Announcing the resignation of Fire Marshal Todd Jaeger
- Noting the Fire Chief's meeting with area hospitals about the start of a paramedic program that would reduce unnecessary trips to the hospital emergency room
- Describing the Chamber's State of the Community event that featured a presentation on the "Rebirth of Reading"

Councilor Goodman-Hinnershitz thanked the administration for moving forward with the para-medical program to reduce needless trips to the hospital emergency rooms, as many times the costs for those trips goes unreimbursed.

AUDITOR'S REPORT

City Auditor Cituk read the report distributed to Council at the meeting, in summary:

- Update on collection of the 2014 Admissions Tax
- Start of the Fightin Phils season
- Update on the collection of the 2014 Real Estate Transfer Tax

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

None.

ORDINANCES FOR FINAL PASSAGE

Request from the Administration to table the following:

B. Bill No. 10-2014 – authorizing the temporary easement on city-owned land in Perry/Richmond Townships to the Commonwealth of Pennsylvania **(Law) Introduced at the Jan 13 regular meeting; Tabled at the Jan 27 and the Feb 10th regular meeting TO BE DISTRIBUTED on MONDAY**

C. Bill No. 11-2014 – authorizing the sale of city-owned land in Perry/Richmond Townships to the Commonwealth of Pennsylvania **(Law) Introduced at the Jan 13 regular meeting; Tabled at the Jan 27 and the Feb 10th regular meeting TO BE DISTRIBUTED on MONDAY**

None.

A. Bill No. 5-2014 - authorizing the mayor to execute an easement between the City of Reading and UGI Utilities, Inc., thereby conveying unto UGI Utilities, Inc. a non-exclusive, perpetual easement in gross upon that portion of premises known as TAX PARCEL # 531702762194 as shown on drawing number D-4900213 sheet 1 (SEE ATTACHED) **(Law) Introduced at the Jan 13 regular meeting; Tabled at the Jan 27 and the Feb 10th regular meeting**

The administration announced that they are withdrawing this ordinance.

INTRODUCTION OF NEW ORDINANCES

The following ordinances were read into the record:

A. Ordinance – Amending the City Code, Chapter 308 Housing, Part B Disruptive Conduct Ordinance **(Law/Police/Council Staff)**; *Advertisement scheduled for April 3rd*

B. Ordinance – Amending the City Code, Chapter 212 decreasing the DCR Appeal fee to \$50 from \$275. **(Law/Police/Council Staff)** *Advertisement scheduled for April 3rd*

C. Ordinance – approving a long-term lease of certain premises within City Hall to the County of Berks in support of regional emergency communications & operations **(Man Dir)**

D. Ordinance – repealing and replacing Bill No. 16-2014 by directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend the City of Reading Home Rule Charter by deleting the requirement that the City Auditor be a CPA with a minimum of five (5) years experience in business administration, accounting, management, or municipal government. **(Law)**

E. Ordinance – repealing and replacing Bill No. 14-2014 by directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend the City of Reading Home Rule Charter to require appointment of a charter review commission at least every five (5) years but no sooner than every three (3) years and prohibit city officials or employees from serving on the commission. **(Law)**

F. Ordinance –directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend Home Rule Charter Sections 215, 601, 602 and 908 (c) – Administrative Code, Procedures, Ordinances and [Budget] Amendment after Adoption which limits Council’s power to make legislative changes to the Administrative Code and provides the Mayor with the sole power to issue administrative regulation and procedure. **(Law)** *Sponsored by Marmarou, Daubert, Sterner, Reed and Goodman-Hinnershitz*

G. Ordinance – repealing and replacing Bill No. 17-2014 directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend Home Rule Charter to allow one person to serve on two (2) boards and commissions if there is no conflict **(Law)**

H. Ordinance – repealing and replacing Bill No. 15-2014 directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend Home Rule Charter to eliminate the Managing Directors power to “Direct and supervise the administration of all departments, offices and agencies of the City, except as provided by this Charter or by law” and provide that power solely to the Mayor. **(Law)**

I. Ordinance – repealing and replacing Bill No. 12-2014 directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 General Election ballot to amend Home Rule Charter to require the Annual Position ordinance to be amended before the Administration can hire more personnel than the Position ordinance allows. **(Law)**

J. Ordinance - amending City Code Chapter 346 Litter and Advertising Material, section 103 Prohibiting the Placement of Advertising Material on Automobiles **(Waltman/Council Staff)** *Reviewed by the Standards of Living Committee 3-17-14; Advertisement scheduled for April 3rd*

K. Ordinance – amending the Solid Waste and Recycling Fund 56 Budgets; Solid Waste budget will increase by \$90,372, Recycling budget will increase by \$24,775 for a combined 2014 budget of \$5,867,456 **(Man Dir)** *Reviewed by the Finance Committee 3-17-14*

L. Ordinance – amending the Recreation Commission Agreement of Cooperation **(Law)**

RESOLUTIONS

A Resolution 45-2014 – reappointing Ellen Horan to the Main Street Board **(Nom & Appts)**

B. Resolution 46-2014 – reappointing Jared Barcz to the Zoning Hearing Board **(Nom & Appts)**

C. Resolution 47-2014 – reappointing Tom Fox to the Zoning Hearing Board **(Nom & Appts)**

Councilor Marmarou moved, seconded by Councilor Reed, to adopt Resolutions 45-47-2014.

Councilor Marmarou made remarks concerning the skills and abilities of those being reappointed tonight.

Resolution Nos. 45-47-2014 were adopted by the following vote:

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

Nays: None - 0

E. Resolution 44-2014 – authorizing an application for a PA DCNR Community

Conservation Partnerships Program Grant for a Phase II rehabilitation project at the Pendora Park Playground **(Pub Works)**

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to adopt Resolution 44-2014.

Councilor Goodman-Hinnershitz stated that the Rec Commission has some questions about the City's prioritization of this project, as it appears that there are other more pressing needs elsewhere. She requested additional information before the DCNR Grant is submitted.

Resolution No. 44-2014 was adopted by the following vote:

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

Nays: None - 0

COUNCIL COMMENT

Councilor Marmarou noted his pride in the Greek community.

Council President Acosta noted the 16th birthday of his eldest son.

Council President Acosta stated that when the meeting adjourns Council will be meeting in an executive session to discuss litigation and a lease.

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

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

**City of Reading City Council
Special Meeting
Monday, March 31, 2014**

Council President Francis Acosta called the meeting to order.

ATTENDANCE

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

PUBLIC COMMENT

Council President Acosta reviewed the public speaking regulations and stated that one (1) individual is registered to address Council on agenda matters.

Vincent Rosado, of North 13th Street, noted the need to protect the City's water asset operated by the Reading Area Water Authority. He suggested that the administration and Council work together to retain the water resource. He stated that the water system belongs to the citizens of Reading.

The public comment period was closed.

APPROVAL OF THE AGENDA & MINUTES

Council President Acosta called Council's attention to the agenda for this meeting, including the legislation listed under the Consent Agenda heading.

Councilor Marmarou moved, seconded by Councilor Sterner, to approve the agenda for the Special Meeting and the legislation listed under the consent agenda heading. The motion was approved unanimously.

Consent Agenda Legislation

A. Resolution 45A – directing the City Solicitor to issue an RFP to retain the services of special legal counsel to assist with the water lease issue **(Council Staff)**

INTRODUCTION OF NEW ORDINANCES

The following ordinances were read into the record:

A. Ordinance – dissolving the Reading Area Water Authority, approving the Certificate of Termination of the Authority, and authorizing all actions necessary to effectuate the same. **(Law/Council Staff)**

B. Ordinance – amending the Administrative Code which authorizes all departments, offices, and agencies to undertake the RFP process **(Law/Council Staff)**

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

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

AGENDA MEMO

COMMUNITY DEVELOPMENT

TO: CITY COUNCIL
FROM: LENIN AGUDO, COMMUNITY DEVELOPMENT DEPARTMENT
DIRECTOR
MEETING DATE: APRIL 14, 2014
AGENDA MEMO DATE: FEBRUARY 21, 2014
REQUESTED ACTION: TO APPROVE AN AMENDMENT TO CANCEL THE PY2013
39TH CD YEAR JANUARY 1, 2013 TO DECEMBER 31, 2013
CENTRE PARK HISTORIC DISTRICT SIGNAGE INSTALLATION
ACTIVITY

The Community Development Department is asking City Council to pass the resolution at the April 14, 2014 City Council meeting.

BACKGROUND: The Public Works Department has requested cancelling the CDBG funding for the activity. The installation costs were much significantly lower than first anticipated.

BUDGETARY IMPACT: None.

PREVIOUS ACTION: None.

SUBSEQUENT ACTION: None.

RECOMMENDED BY: Acting Director of Public Works, Managing Director, and Mayor.

RECOMMENDED MOTION: To approve/deny a Council Resolution authorizing the Mayor to execute a PY2013 (39th CD year - January 1, 2013 to December 31, 2013) CDBG Action Plan Amendment to cancel the Centre Park Historic District Signage Installation activity.

Attachment

Cc: Carole Snyder
David Kersley
Ralph Johnson
Crystal Edwards
Neil Nemeth
Brenda Skimski

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF READING
AUTHORIZING THE MAYOR TO EXECUTE A
PY2013 CDBG ACTION PLAN AMENDMENT

WHEREAS, under 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) outlines the consolidated submissions for community planning and development programs which will serve as: (1) a planning document for the City that builds on a participatory process at the grass roots level, (2) an application for federal funds under HUD's formula grant program, (3) a strategy to be followed in carrying out HUD programs, and (4) an Action Plan that provides a basis for assessing performance;

WHEREAS, the PY2013 (39th CD year - January 1, 2013 to December 31, 2013) CDBG Action Plan has been prepared meeting HUD's requirements and providing guidance for addressing the housing and community development needs of the City;

WHEREAS, the Department of Public Works would like to cancel utilizing CDBG funds to install signage in the Centre Park Historic District;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING THAT:

The Mayor is authorized to execute a PY2013 (39th CD year - January 1, 2013 to December 31, 2013) CDBG Action Plan Amendment. The amendment will cancel the Centre Park Historic District Signage Installation activity.

The Mayor, on behalf of the City of Reading, is authorized and directed to execute the amendment to the satisfaction of HUD.

ADOPTED BY COUNCIL _____, 2014

PRESIDENT OF COUNCIL

ATTEST:

CITY CLERK

AGENDA MEMO
COMMUNITY DEVELOPMENT

TO: CITY COUNCIL
FROM: LENIN AGUDO, COMMUNITY DEVELOPMENT DEPARTMENT
DIRECTOR
MEETING DATE: APRIL 14, 2014
AGENDA MEMO DATE: FEBRUARY 21, 2014
REQUESTED ACTION: TO APPROVE AN AMENDMENT TO THE PY2014
(40TH CD YEAR JANUARY 1, 2014 TO DECEMBER 31, 2014) CDBG
ACTION PLAN
FOR THE CREATION OF AN EMERGENCY DEMOLITION URGENT
NEEDS ACTIVITY

The Community Development Department is asking City Council to pass the resolution at the April 14, 2014 City Council meeting.

BACKGROUND: Mullin and Lonergan, the consultant that prepares the CDBG, ESG, and HOME Environmental Review Records for the City has suggested creating an Emergency Demolition Urgent Needs Activity. The Urgent Needs categorization will permit Mullin and Lonergan to shorten the Environmental Review Record process.

BUDGETARY IMPACT: None.

PREVIOUS ACTION: None.

SUBSEQUENT ACTION: None.

RECOMMENDED BY: Managing Director, and Mayor.

RECOMMENDED MOTION: To approve/deny a Council Resolution authorizing the Mayor to execute a PY2014 (40th CD year - January 1, 2014 to December 31, 2014) CDBG Action Plan Amendment to move \$100,000 in CDBG funds from the PY2014 CDBG Emergency Demolition Slum and Blight Removal Activity to create the PY2014 CDBG Emergency Demolition Urgent Needs Activity.

Attachment

Cc: Carole Snyder
David Kersley
Brian Nicarry
Crystal Edwards
Neil Nemeth
Brenda Skimski

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF READING
AUTHORIZING THE MAYOR TO EXECUTE A
PY2014 CDBG ACTION PLAN AMENDMENT

WHEREAS, under 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) outlines the consolidated submissions for community planning and development programs which will serve as: (1) a planning document for the City that builds on a participatory process at the grass roots level, (2) an application for federal funds under HUD's formula grant program, (3) a strategy to be followed in carrying out HUD programs, and (4) an Action Plan that provides a basis for assessing performance;

WHEREAS, the PY2014 (40th CD year - January 1, 2014 to December 31, 2014) CDBG Action Plan has been prepared meeting HUD's requirements and providing guidance for addressing the housing and community development needs of the City; and

WHEREAS, the Community Development Department would like to utilize CDBG funds to create an Emergency Demolition Urgent Needs Activity;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING THAT:

The Mayor is authorized to execute a PY2014 (40th CD year - January 1, 2014 to December 31, 2014) CDBG Action Plan Amendment. The amendment will move \$100,000 in CDBG funds from the PY2014 CDBG Emergency Demolition Slum and Blight Removal Activity to create the PY2014 CDBG Emergency Demolition Urgent Needs Activity.

The new activity's eligibility / fundability categories are 24CFR570.201(d) Demolition / 24CFR570.208(c) Activities designed to meet community development needs having a particular urgency;

The Mayor, on behalf of the City of Reading, is authorized and directed to execute the amendment to the satisfaction of HUD.

ADOPTED BY COUNCIL _____, 2014

PRESIDENT OF COUNCIL

ATTEST:

CITY CLERK

AGENDA MEMO
COMMUNITY DEVELOPMENT

TO: CITY COUNCIL
FROM: GARY MOGEL ACTING FIRE CHIEF
MEETING DATE: April 14, 2014
AGENDA MEMO DATE: March 27^h, 2014
REQUESTED ACTION: To approve entering into contract with Republic First National Corporation for lease/purchase for the refurbishment of two city owned ambulances in the EMS division and to authorize the Fire Department designee to make payments on behalf of the City of Reading.

The Acting Fire Chief is asking City Council to pass the resolution at the April 14, 2014 City Council meeting.

BACKGROUND: The Fire Chief and Managing Director have determined the need for two new ambulances for the Fire Department EMS Division. Having two current ambulances refurbished will result in a financial savings while still providing a quality product.

BUDGETARY IMPACT: \$30,000.00 additional for five years.

PREVIOUS ACTION: None.

SUBSEQUENT ACTION: None.

RECOMMENDED BY: Managing Director, and Fire Chief.

RECOMMENDED MOTION: See attached Exhibit D Obligor Resolution

RESOLUTION NO. _____

**EXHIBIT D
OBLIGOR RESOLUTION**

RE: Government Obligation Contract dated as of March 3, 2014, between Republic First National Corporation (Obligee) and City of Reading, Pennsylvania (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of March 3, 2014, between City of Reading, Pennsylvania (Obligor) and Republic First National Corporation (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____
(Printed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____
President of Council

Printed Name & Title: _____
(Printed Name and Title of individual who signed directly above)

Attested By: _____
City Clerk

Printed Name & Title: _____
(Printed Name of individual who signed directly above)

R E S O L U T I O N _____2014

WHEREAS, City Council has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of April 15, 2014, between the City of Reading, Pennsylvania and Kansas State Bank of Manhattan.

WHEREAS, City Council has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the City for the acquisition of such IT Equipment, and the City Council hereby approves the entering into of the Contract by the City of Reading and hereby designates and authorizes Matthew Bembenick and Henry Tangredi to execute and deliver the Contract on the City's behalf with such changes thereto as Matthew Bembenick and Henry Tangredi deem appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

NOW THEREFORE BE IT RESOLVED Council does hereby approve of the Contract with Kansas State Bank for the funding of the IT Equipment and that Matthew Bembenick and Henry Tangredi can enter into such Contract.

Adopted by Council on _____, 2014

President of Council

ATTEST:

Linda A. Kelleher
City Clerk



AGENDA MEMO

DEPARTMENT OF ADMINISTRATIVE SERVICES

TO: City Council
FROM: Tammi Reinhart, Purchasing Coordinator
PREPARED BY: Tammi Reinhart, Purchasing Coordinator
MEETING DATE: April 8, 2014
AGENDA MEMO DATE: April 14, 2014
RECOMMENDED ACTION: Awarding of Contract for the Furnishing Bituminous Materials for Pick-Up for the Department of Public Works

RECOMMENDATION

The recommendation is to award the contract for **Furnishing Bituminous Materials and Asphalt Cements for Pick-up to South Reading Blacktop, Division of Reading Materials, 148 Angstadt Lane, Birdsboro, PA 19508** who is the low bidder at the unit prices submitted for an estimated total bid price of \$119,200.00. This contract is for all of 2014. The total is based upon estimated usage. The actual expenditure may be greater or less than the estimate.

BACKGROUND

Bids for Furnishing Bituminous Materials and Asphalt Cements for the Department of Public Works were received on March 18, 2014.

A copy of the Schedule of Bids is attached for your review.

BUDGETARY IMPACT

The Department of Public Works has confirmed there are sufficient funds in budget account code 35-07-00-4815 to cover the materials.

PREVIOUS ACTION

None

SUBSEQUENT ACTION

Formal action by Council is required to award the contract at the April 14, 2014 meeting.

RECOMMENDED BY

Mayor, Managing Director, Director of Administrative Services, Director of Public Works, Controller and Purchasing Coordinator.

RECOMMENDED MOTION

Approve/Deny the recommendation for Furnishing Bituminous Materials and Asphalt Cement in order that contract may be awarded accordingly to South Reading Blacktop.

cc: File

March 26, 2014

To the Mayor
City Hall
Reading, PA

The following bids were opened and scheduled, with a Contract to be awarded or the bids rejected.

**BID NO. FOR FURNISHING BITUMINOUS MATERIALS FOR PICK UP
IN PART FOR THE DEPARTMENT OF PUBLIC WORKS AND THE CITY OF READING,
PENNSYLVANIA**

South Reading Blacktop/ Divisino of Reading Materials, Inc.
148 Angstadt Lane
Birdsboro, PA 19508

ITEM	DESCRIPTION	QUANTITY/Tons	UNIT PRICE	EXTE
------	-------------	---------------	------------	------

1	For furnishing Superpave Asphalt Mixture Design, 9.5mm, PG 64-22, wearing, 0-0.3 million ESALS, SRL –any, conforming to the Penn DOT Publication 408, F.O.B. at available plant locations in any quantity of one (1) ton or more per day. Price per ton	800	\$52.00	\$41,600
2	For furnishing Superpave Asphalt Mixture Design, 19.0mm, PG 64-22, Binder, 0-0.3 Million ESALS, conforming to the Penn DOT Publication 408, F.O.B. at available plant locations in any quantity of one (1) ton or more per day. Price per ton	300	\$48.00	\$14,400
3	For furnishing Superpave Asphalt Mixture 25.0mm, PG 64-22, Base, 0-0.3 million ESALS, conforming to Penn DOT Publication 408, F.O.B. at available plant Locations in any quantity of one (1) ton or more per day. Price per ton	1,000	\$45.00	\$45,000

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
4	For furnishing Pre-Mixed Stock-pile patching material, conforming to Penn DOT Specifications, to be picked up at available locations, in any quantity of one (1) ton or more per day.			

	Price per ton	200	\$91.00	\$18,2
	TOTAL ITEMS 1-4			\$119,

EJB Paving & Materials Co.
1119 Snyder Road
West Lawn, PA 19609

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTE
1	Price per ton	800	\$56.75	\$45,4
2	Price per ton	300	\$50.25	\$15,0
3	Price per ton	1,000	\$46.75	\$46,7
4	Price per ton	200	95.00	\$19,0
	TOTAL ITEMS 1-4			\$126,

Martin Limestone, Inc. Division of NESL, dba Burkholder Paving
621 Martindale Road
Ephrata, PA 17522

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTE
1	Price per ton	800	\$60.61	\$48,4
2	Price per ton	300	\$55.50	\$16,6
3	Price per ton	1,000	\$54.25	\$54,2
4	Price per ton	200	115.00	\$23,0
	TOTAL ITEMS 1-4			\$142,

Eastern Industries
4401 Camp Meeting Road, Suite 200
Center Valley, PA 18034-9454

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Price per ton	800	No Bid	No Bid
2	Price per ton	300	No Bid	No Bid
3	Price per ton	1,000	No Bid	No Bid
4	Price per ton	200	110.00	\$22,000.00
TOTAL ITEMS 1-4				\$22,000.00

Tammi Reinhart
Purchasing Coordinator



AGENDA MEMO

DEPARTMENT OF ADMINISTRATIVE SERVICES

TO: City Council
FROM: Tammi Reinhart, Purchasing Coordinator
PREPARED BY: Tammi Reinhart, Purchasing Coordinator
MEETING DATE: April 14, 2014
AGENDA MEMO DATE: April 9, 2014
RECOMMENDED ACTION: Awarding of Contract for the Comprehensive Plan Project for the Community Development Department

RECOMMENDATION

The recommendation is to award the contract for the Comprehensive Plan Project to Urban Research & Development Corporation (URDC), 28 West Broad Street, Bethlehem, PA, for a total price of \$75,800.

BACKGROUND

Proposals for the Project were received on March 21, 2014. A six (6) member evaluation committee reviewed all of the proposals that were received. In all, the City received four (4) proposals and interviewed all four (4) firms. URDC exhibited the greatest depth of relevant experience.

In accord with Article III of the Pennsylvania Municipalities Planning Code, the City of Reading desired to review and update its Municipal Comprehensive Plan.

The selected consultant was thoroughly familiar with the Planning Code's requirements regarding preparation and adoption of comprehensive plans.

This project will be primarily financed through a Municipalities Financial Recovery Grant, provided by the Pennsylvania Department of Community and Economic Development. The State of Pennsylvania as well as PFM concurred with the selection committee's decision.

BUDGETARY IMPACT

The Community Development Department and Grants Coordinator has confirmed there are sufficient funds in the budget account code (Project Number 31-00-04, F/S C000051032, Account Code 31-00-00-4216).

PREVIOUS ACTION

None

SUBSEQUENT ACTION

Formal action by Council is required to award the contract at the April 14, 2014 meeting.

RECOMMENDED BY

Mayor, Managing Director, Director of Administrative Services, Community Development Director, Controller and Purchasing Coordinator.

RECOMMENDED MOTION

Approve/Deny the recommendation for Comprehensive Plan Project in order that contract may be awarded accordingly to Urban Research & Development Corporation (URDC).

cc: File



CITY OF READING,
PENNSYLVANIA
MEMORANDUM

TO: Members of Council
FROM: Thomas Coleman, Esquire
Linda A. Kelleher, City Clerk
DATE: March 10, 2014
SUBJECT: DCR Amendment

RECOMMENDATION

Amending the Disruptive Conduct Ordinance to reduce the potential for a legal challenge to the ordinance as follows:

- Adding an exception for domestic abuse or domestic violence, as per Pa. Title 23 Domestic Relations, Chapter 61 and as defined herein
- Strengthening the appeal process and lowering the appeal fee
- Refining the internal processes to provide checks and balances before the issuance of DCRs.
- Making clarifications to improve the ordinance
- Assigning a City attorney as Hearing Master to the Housing Board of Appeals and authorizing him to provide legal advice to the Board
- Reduce the appeal fee to \$50, from \$275

RATIONALE

The legal challenge to the Norristown DCR created the need to review the City DCR ordinance and recommend changes that would reduce the potential for a similar challenge here.

The ordinance states in part “or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer...” As it is difficult to define “reasonable sensibility”, we suggested a change in the manner in which a DCR is issued. Currently the responding patrol officer issues the DCR. Moving forward, the patrol officer will issue a DCR Warning to the tenant with a copy going to the Officer of the Day, who shall review the justification provided by the issuing officer and determine if the DCR is valid or invalid. If the DCR is deemed valid the Property Maintenance Division will mail a Notice of DCR to the property owner and the tenant. The forms have been revised to address the unintended impact the DCR caused to victims of domestic violence, families, and those with special needs. Although it is difficult to gauge the outcome the suggested changes will have, it is likely that the revised DCR will address those citizens who create a nuisance that justifiably warrants an official response.

For example, implementing the aforementioned changes will allow the City to provide an essential gate keeping function that will minimize, if not eliminate, impairing the protected classes HUD identified while demonstrating a willingness to comply with the spirit of the

Fair Housing Act. This collaborative effort, affirmed by City Council, signifies a progressive step in addressing a statewide concern and a willingness to protect the citizen’s right to quiet enjoyment and the disenfranchised, alike. Although, pending litigation and a federal review is still a possibility, approving the changes will considerably improve the DCR because it will effectively create a process that incorporates the City’s constituents into each contact and every decision made under its guidelines. Therefore, the City can confidently say that we’ve heard your concerns to both HUD and our tenants; we are attempting to address them, and we intend to do so while keeping unwanted noise from disrupting the process.

BILL NO. _____-2014
AN ORDINANCE

**AMENDING THE PERSONNEL CODE, SECTION 308 HOUSING, PART B
DISRUPTIVE CONDUCT REMOVING DOMESTIC COMPLAINTS AND
EXPANDING THE APPEAL PROCESS**

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

Section 1. Amending § 308 Housing, Part B Disruptive Conduct as per Exhibit A attached herein.

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: _____, 2014

President of Council

Attest:

City Clerk

(Council Staff/Law/ Police)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT A

PART B. Disruptive Conduct

§ 308-130. Definitions.

As used in this subpart, the following terms shall have the meanings indicated:

DISRUPTIVE CONDUCT — — Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a rental unit that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a

public officer complaining of such conduct, action, incident, or behavior, *with the exception of domestic abuse or domestic violence, as per Pa. Title 23 Domestic Relations, Chapter 61 and as defined herein. Exemptions may also include circumstances relating to familial status or disabilities.* It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The tenant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.

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

DOMESTIC ABUSE (OR DOMESTIC VIOLENCE) is defined as a pattern of abusive or harmful behavior within the confines of an intimate relationship. Domestic abuse generally occurs between people who do or do not share a home - such as a husband and wife, boyfriend and girlfriend, parent and child, estranged spouses, etc. Some examples of domestic abuse include but are not limited to the following:

- *Physical abuse (hitting, pushing, kicking, restraining, throwing objects or otherwise touching another with unwanted physical aggression)*
- *Verbal abuse (using derogatory or emotionally hurtful language with the intent to invoke fear or lower self-esteem)*
- *Sexual abuse*
- *Emotional abuse*
- *Intimidation*
- *Threatening*
- *Stalking*

TWELVE (12) MONTH PERIOD — — For purposes of this subpart, twelve-month period shall be calculated by counting 12 months back from the most recent disruptive conduct report.

§ 308-131. Investigation and report; suspension and/or revocation of housing permit.
~~Investigation and report of disruptive conduct.~~ Police officers or public officers shall

investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct ~~report form~~ upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said ~~report form~~ shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed form. *A copy of the disruptive conduct form will be provided to the occupant. If the finding is considered valid by the Reading Police Department,* a copy of the disruptive conduct report shall be ~~given or~~ mailed to the occupant and mailed to the owner within ~~10~~ 15 working days of the date *the form is issued to the tenant* of the occurrence of the alleged disruptive conduct.

- A. Eviction. After two disruptive conduct incidents in any twelve-month period by an occupant documented by disruptive conduct reports, the owner shall have 10 working days from the date of the written notice to begin eviction proceedings against the occupant(s) and or pursue the same through any an appeal to the Berks County Court of Common Pleas if reasonably requested by the Property Maintenance Division. This subsection is not intended to limit or inhibit the owner's right to initiate eviction action.
- B. Suspension or revocation of housing permit. Failure of an owner or local authorized Agent to take action required in Subsection A above will result in the commencement of the process to suspend a *the* Housing Permit for the property *where the disruptive conduct incident occurred* in accordance with/per the process established herein, notwithstanding any other requirements therefor.
- ~~C. Suspension or revocation of housing permit. Failure of an owner or local authorized Agent to take action required in Subsection B above will result in the commencement of the process to suspend a Housing Permit in accordance with/per the process established herein, notwithstanding any other requirements therefor.~~
- ~~D. Reinstatement of housing permit. The rental unit involved shall not have its Housing Permit reinstated until the applicable reinstatement fee is paid and the disruptive occupants have been evicted, the Housing Board of Appeals unless the appeal filed by the property owner or occupant has concluded and was approved has ruled in the occupant's favor, the Housing Board of Appeals has ruled in the owner's favor but has not ordered the eviction of the occupant(s), or the occupants have filed an appeal to a higher court thereby preventing their eviction.~~ Notwithstanding this subsection, if there are violations assessed against the owner per the provisions of this Part which require suspension or revocation, a Housing Permit shall not be reinstated until compliance with the requirements therefor have occurred. Report against all occupants. The content of the disruptive conduct report shall count against all occupants of the rental unit. The content of the disruptive conduct report shall not count against all occupants of

the rental unit if the complaint is initiated by one of the rental unit occupants. More than one disruptive conduct report filed against the occupants of a rental unit in a twenty-four-hour period shall count as a single disruptive conduct report for the purpose of the preceding subsection.

- E. Maintenance of list of disruptive conduct report tenants and occupants and evicted occupants. The ~~Codes Enforcement Office~~ **Property Maintenance Division** shall maintain a list of the names of all occupants and tenants against whom a disruptive conduct report is issued as a result of this Part. The Property Maintenance Division shall also maintain a list of all occupants and tenants evicted as a result of this Part. The names shall remain on the list for a period of five years.

§ 308-132. Housing Board of Appeals.

A. Appeals. The occupant and/or owner may appeal the contents of said disruptive conduct report. Additionally, any person aggrieved by the suspension, nonrenewal, denial or revocation of a Housing Permit may appeal. All appeals must be filed, in writing, with the ~~Administrator~~ **Manager** of the Property Maintenance Division, with the appropriate filing fee, as per the City of Reading Fee Schedule **Chapter 212**, within 15 working days from the date of receipt of appearing on the disruptive conduct report or notice of suspension, nonrenewal, denial or revocation of a Housing Permit mailed to the occupant or property owner.

B. Organization.

- (1) Membership. The Housing Board of Appeals shall be a body of seven (7) members consisting of: the Managing Director or his/her designee who shall serve as Chairperson; a Councilperson *or his/her designee who shall also be a Councilperson*, Administrator of the Property Maintenance Division or his/her designee; the Chief of Police or his/her designee; an owner of a rental unit(s) in Reading; an occupant of a rental unit residing in the City of Reading; and a member of a community group recognized by the City of Reading. *An attorney from the City Law Department shall serve as the Hearing Master and shall provide legal advice to the Board.*
- (2) Alternates. There shall be three alternate members: an owner, an occupant of a rental unit residing in the City of Reading and a member of a community group recognized by the City of Reading.
- (3) Appointment. All members of the Board shall be appointed by the Mayor with the advice and consent of the Council of the City of Reading, with the exception of the Council member, who shall be appointed by the Council President.
- (4) Term. A member or alternate member shall serve a term of ~~not more than~~ three years from the time of appointment or reappointment or until his/her successor

shall take office. *Members may be appointed to serve successive terms.* Members and alternates of the initial board shall be appointed to staggered terms of one, two and three years.

- (5) Powers of designee and alternates. Designees and alternate members may be requested to attend meetings in absence of a regular member and shall have all the powers of a regular member at such meetings.
- (6) Oaths and subpoenas. The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by the parties.
- (7) Quorum and majority vote. Four members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as ~~a denial~~ *an approval* of the appeal.
- (8) Removal of members. Any member may be removed for misconduct or neglect of duty or for other just cause by a majority vote of Council taken after the member has received 15 days advance notice of the intent to take such vote. Failure of a member to attend three consecutive regular meetings of the Board will constitute grounds for immediate removal from the Board by City Council. Failure of a member to attend at least 50% of the regular meetings of the Board in a calendar year will constitute grounds for immediate removal from the Board by City Council. The Chairperson of the Board shall inform the City Clerk in writing when a member has failed to comply with this attendance policy. Following such notification, City Council may vote to remove the member and seek applicants to fill the vacant position.

C. Powers. The Board shall have the following powers:

- (1) Promulgate rules and regulations. To adopt and administer the rules of procedure regarding its organization, officers (except the Chairperson), times and places of meetings, conduct of meetings and other legal procedures relating to the hearing and determination of appeals and other matters within the Board's jurisdiction.
- (2) Hear and decide appeals. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the police officer or public officer in the enforcement of the provisions of this Part.
- (3) Grant modification or variance. To modify any notice of violation or order and to authorize a variance from the terms of this code when, because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code.
- (4) Grant extension of time. To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code (Chapter 180, Part 13) and other applicable sections of the Code of the City of Reading of any

order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period.

- (5) Timeliness. In exercising the above-mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; ~~provided, however, that~~ *and* the Board shall file its decision *no later than* ~~within~~ 15 working days after the *date of the* appeal hearing.
 - (6) Oaths and subpoenas. The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by parties.
 - (7) Authority. The Board may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and, to that end, shall have all the powers of the police officer or public officer; provided, however, that the Housing Board of Appeals, in its determination, shall be bound by this Part and shall not ignore the clear provisions and intent of this Part.
- D. Effect of appeals. Any decision or order issued under, per and in accord with this Part shall be held in abeyance upon the timely filing of an appeal thereof with the Housing Board of Appeals. Said abeyance shall include, but not be limited to, revocation, suspension, denial or nonrenewal of a Housing Permit until the appeal is resolved. An appeal of the two disruptive conduct reports within a twelve-month period shall stop the eviction proceedings against the occupants until the appeal is resolved, only if the eviction proceedings were a direct result of the second disruptive conduct report.
- E. Enforcement upon resolution of appeal of Housing Board. ~~If this appeal is of a second disruptive conduct report and the decision of the police officer or public officer has been affirmed, within 10-15 working days and time for compliance as required by the decision of the Housing Board of Appeals, the public officer shall re-inspect to determine compliance as to whether the occupant has voluntarily moved from the premises or the owner has initiated eviction proceedings. If, when so required by a second disruptive conduct report, the occupant has not voluntarily moved or the owner has not initiated eviction proceedings, and for compliance as required by the decision of the Board has expired, the public officer shall institute the revocation of the Housing Permit pursuant to the provisions set forth in this Part.~~

Upon a successful appeal to the Housing Board, that disruptive conduct report will be withdrawn and discounted within that 12 month period. However, once all appeals to the Housing Board have been exhausted and a second disruptive conduct report has been confirmed, the public officer shall re-inspect the premises in question 15 business

days from the date of decision to ensure either that the unit is vacant, or that the owner has commenced the eviction process. Failure to comply will result in revocation of the unit's Housing Permit.

§ 308-133. Appeal to Court of ~~Common Pleas~~ Proper Jurisdiction.

Once a DCR is issued, any person, including the police officer or public officer for the City, aggrieved by any decision of the Housing Board of Appeals, may immediately appeal to the Court of Common Pleas of Berks County, or a court of proper jurisdiction. Such appeal shall be made by a duly verified petition in accordance with the Pennsylvania Rules of Civil Procedure and shall set forth the factual and legal basis upon which the decision of the Board is alleged to be incorrect or illegal, in whole or in part. Said A timely petition shall be filed with the Court of Common Pleas within 30 days after service the date of the decision. Notice of the appeal shall be served upon all parties to the appeal before the Housing Board of Appeals, including the Board and City of Reading, at the time of its filing. An appeal to the Court of Common Pleas of a decision of the Housing Board of Appeals and shall not hold automatically stay enforcement of the Board's decision. A successful appeal to the Court shall rescind all prior disruptive conduct reports issued within a 12 month period.

§ 308-134. Share information.

The City of Reading Property Maintenance Division is authorized to share any and all information obtained under this code with the other departments and divisions of the City of Reading.

§ 308-135. Compliance with other City of Reading ordinances.

Every owner of every dwelling, in addition to the provisions set forth herein, shall comply with the provisions (sections) of all other applicable City ordinances including, but not limited to, the international/City of Reading Building Code (Chapter 180, Part 8), Existing Building Code(Chapter 180, Part 5), Plumbing Code (Chapter 180, Part 9), Mechanical Code (Chapter 180,Part 6) Electrical Code (Chapter 180, Part 7), Fire Code (Chapter 180, Part 14), and Residential Code (Chapter 180, Part 4), Property Maintenance Code (Chapter 180, Part 13) Solid Waste and Recycling Ordinance (Chapter 496, Part 1 and 2) Health Code (Chapter 288, Part 1), and Zoning Ordinance (Chapter 600).

BILL NO. _____ 2014

AN ORDINANCE

**AMENDING THE FEE ORDINANCE, CHAPTER 212, SECTION 116,
OF THE CITY OF READING CODIFIED ORDINANCES TO ESTABLISH A
DISRPUTIVE CONDUCT APPEAL FEE**

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

SECTION 1. Chapter 212, Section 116 of the City Code Fee Schedule is amended as follows:

(A) Disruptive Conduct Appeal Fee \$50.00

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

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

SECTION 5. This Ordinance shall be effective ten (10) days after adoption pursuant to City of Reading Home Rule Charter Article II Section 219.

Adopted _____, 2014

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

Bill No. ____-2014

AN ORDINANCE

**APPROVING A LONG-TERM LEASE OF CERTAIN PREMISES TO THE COUNTY OF BERKS
IN SUPPORT OF REGIONAL EMERGENCY COMMUNICATIONS & OPERATIONS**

WHEREAS the City of Reading's emergency operations and communications are an important component in the County of Berks emergency management strategy and forthcoming communications upgrade; and

WHEREAS the City of Reading desires to support improvements to emergency radio communications capabilities in the region;

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

SECTION 1: The Mayor is authorized to execute the proposed lease of roof space and an equipment room (included herein as Exhibit A).

SECTION 2: This Ordinance shall be effective ten (10) days after passage.

Approved _____ 2014:

Council President

ATTEST:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by Mayor:

Date: _____

Approved by Mayor:

Date: _____

Vetoed by Mayor:

Date: _____

EXHIBIT A

LEASE AGREEMENT

(CITY HALL)

THIS LEASE AGREEMENT (“**Agreement**”), dated as of the ____ day of _____, 2014 (the “**Effective Date**”), is entered into by the CITY OF READING, a municipal corporation organized, established and existing under the laws of the Commonwealth of Pennsylvania, having an address at 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter referred to as “**Landlord**”), and THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision, having a mailing address of 633 Court Street, Reading, Pennsylvania 19601 (hereinafter referred to as “**Tenant**”). Landlord and Tenant are sometimes collectively referred to hereinafter as the “**Parties**,” and each individually, as a “**Party**.”

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, consisting of approximately 0.62 +/- acres and located at 815 Washington Street, City of Reading, County of Berks, Commonwealth of Pennsylvania, also known as Parcel No. 530784906829, together with the building and improvements situate thereon (the “**Building**”) (collectively, the “**Property**”). Tenant is using a portion of the Property as a site for its public safety radio system to serve Berks County’s regional emergency communications and related needs, which system includes, without limitation, multiple transmission towers located throughout Berks County and neighboring areas and possible incorporation of additional radio equipment operating in other parts of the radio frequency spectrum (collectively, the “**System**”). Tenant desires to lease from Landlord, and Landlord desires to grant to Tenant, the right to use certain portions of the Property in accordance with this Agreement.

The Parties, intending to be legally bound, agree as follows:

1. LEASE OF PREMISES. Landlord leases to Tenant certain portions of the Property as follows: (i) an area located on the roof of the Building (the “**Roof Space**”) for the purpose of mounting two (2) microwave dishes, an HVAC Unit, and related hardware, and (ii) an approximately 10 ft. x 20 ft. room constructed by Tenant on the 2nd floor of the Building to house certain of Tenant’s equipment (as such room is depicted and described more fully on **Exhibit 1** attached hereto and incorporated herein by this reference thereto) used in connection with the System (the “**Equipment Room**”) (the

Roof Space and the Equipment Room are hereinafter collectively referred to as the “Premises”).

2. **PERMITTED USE.**

(a) Tenant may use the Premises for the development, erection, and operation of the System (substantially as it is more fully described on **Exhibit 2** attached hereto and incorporated herein by this reference thereto), including, without limitation, for: (i) the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement, and upgrade of Tenant’s communications fixtures and related equipment, cables, accessories, and improvements (which may include, without limitation, a suitable support structure, associated antennas, and a generator and fuel source) (collectively, the “**Equipment**”), and any other items necessary to the successful and secure use of the Premises; (ii) the testing, surveying, and title review of the Property; and (iii) adding, modifying, and/or replacing the Equipment (none of which Tenant shall have any obligation to do) in order to maintain compliance with any current or future federal, state, or local mandated application including, without limitation, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”).

(b) Landlord and Tenant agree that the description of the System set forth on **Exhibit 1** and/or **Exhibit 2** will not be deemed to limit Tenant’s Permitted Use.

(c) Tenant agrees to comply with all applicable federal, state and local laws, rules, statutes and regulations, relating to the construction and use of the System on the Premises.

(d) Upon reasonable prior notice to Landlord, Tenant will have the right to make reasonable modifications, alterations, replacements, upgrades, and expansions to the Premises in order to insure that the System complies with all applicable federal, state, and local laws, rules, statutes, and regulations. In the event Tenant desires to modify or upgrade the System, and such System upgrade or modification requires an additional portion of the Property (the “**Additional Premises**”), Landlord hereby agrees to lease to Tenant the Additional Premises, upon the same covenants, terms and conditions set forth herein. Landlord hereby agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize Tenant’s lease of the Additional Premises.

(e) Tenant is providing Landlord with the use of the following for accessing the System: (i) one (1) 23-inch rack of console support hardware located in the Equipment Room, and (ii) six (6) dispatch consoles and one (1) network management client work station in the Police Communications Suite located in the Building (collectively, the “**Landlord Equipment**”). Landlord shall make use of Landlord Equipment at its election, but Landlord Equipment shall at all times remain Tenant’s property and shall not be removed from service by Landlord. Landlord shall be responsible for replacement and/or repair of Landlord Equipment damaged as a result of Landlord’s negligence or neglect.

3. **TERM.**

(a) The initial lease term will be thirty (30) years (the “**Initial Term**”), commencing on the Effective Date. The Initial Term will terminate on the thirtieth (30th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional ten (10) year terms (each, an “**Extension Term**”), upon the same covenants, terms and conditions, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Extension Term.

(c) If, at least thirty (30) days prior to the end of the fourth (4th) Extension Term, Tenant has not given Landlord written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) Extension Term, then upon the expiration of the fourth (4th) Extension Term, this Agreement shall continue in force and effect, upon the same covenants, terms and conditions, for an additional term of one (1) year (each, an “**Annual Term**”), and for additional successive one (1) year terms thereafter until terminated by Tenant by giving to Landlord written notice of its intention to terminate this Agreement at least six (6) months prior to the end of any such Annual Term. Notwithstanding the foregoing, and in any event, this Agreement shall terminate automatically on the seventy-fifth (75th) anniversary of the Effective Date. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis, rent free (the “**Holdover Term**”), subject to the covenants, terms and conditions of this Agreement applicable at the time of commencement of such Holdover Term.

(d) The Initial Term, all of the Extension Terms, all of the Annual Terms, and the Holdover Term are collectively referred to as the Term (“**Term**”).

4. **RENT.**

(a) Landlord shall lease the Premises to Tenant for \$1.00, payable within thirty (30) days of the Effective Date.

(b) All charges payable by Tenant under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or earlier expiration of this Agreement.

5. **APPROVALS; LEASE CONTINGENCIES.**

(a) Notwithstanding the foregoing or anything to the contrary set forth herein, Landlord hereby agrees that this Agreement and Tenant’s ability to use the Premises are expressly contingent upon the suitability of the Premises for Tenant’s Permitted Use and Tenant’s ability to obtain and maintain all regulatory, administrative and governmental licenses, permits, approvals and/or other relief required of, or deemed necessary or appropriate by, Tenant for its use of the Premises including, without limitation, any and all applications for zoning permits and variances, zoning ordinance amendments, land development approvals, environmental permits and approvals, special use permits, construction permits, and licenses including, without limitation, FCC licenses, permits and approvals (collectively, “**Government Approvals**”). As of the Effective Date, Tenant shall have the right to enter upon the Property to inspect, survey,

test, evaluate, assess, measure and/or appraise the Property including, without limitation, the Premises, and/or to perform such other due diligence as Tenant deems necessary in its sole discretion, all at Tenant's expense, for the purpose of determining the suitability and feasibility of the Premises for Tenant's intended use thereof. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims relating to physical damage to the Property (including, without limitation, the Premises) or personal injury to third persons arising solely out of Tenant's entry upon the Property (including, without limitation, the Premises) pursuant to the terms of this Section 5(a). The provisions of this Section 5(a) shall survive the expiration or earlier termination of this Agreement.

(b) In furtherance of the foregoing and subject to the indemnity provisions set forth in Section 5(a) above, Tenant shall have a continuing right to perform and obtain, at Tenant's sole cost and expense, such engineering procedures or other tests, reports or other due diligence on, over, and under the Property, necessary to determine whether Tenant's use of the Premises will (or will continue to) be compatible with Tenant's engineering specifications, systems, designs, operations and Governmental Approvals.

(c) Further, as of the Effective Date, Tenant, at Tenant's sole cost and expense, and as Landlord's agent for the limited purpose set forth herein, shall have the right to seek and obtain all Government Approvals that may be necessary at any point during the term. The authority granted herein to Tenant shall include, without limitation, the power to: (i) file an application or applications for land development, land subdivision or reverse land subdivision, conditional use, special exception, and variances under, and/or amendment of, applicable zoning, subdivision and land development ordinances with the appropriate governmental authorities, agencies, councils, boards, commissions, etc.; (ii) appear on behalf of Landlord before such authorities, agencies, councils, boards, commissions, etc.; and (iii) perform all such other acts necessary or appropriate to obtain all such final Government Approvals of the System as Tenant deems necessary. **This Agreement is intended to be coupled with an interest and to create a valid and present interest in the Property in favor of Tenant for purposes of qualifying Tenant as a "landowner" as contemplated by the Pa. Municipalities Code and to have standing to seek the above Government Approvals.** Landlord, at the expense of Tenant, hereby agrees to cooperate with Tenant and take all actions, and to execute, notarize and deliver to Tenant within five (5) business days of Landlord's receipt thereof, all documents that Tenant reasonably determines are necessary or appropriate for Tenant to obtain all Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either Party, upon thirty (30) days prior written notice, if the other Party remains in default under Section 15 of this Agreement after expiration of all applicable notice and cure periods (if any);

(b) by Tenant, upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary or appropriate for the construction or operation of the System as now or hereafter intended by Tenant

(including, without limitation, all Government Approvals); or if Tenant determines at any time in its sole discretion that the cost of obtaining or maintaining any of the foregoing is commercially unreasonable;

(c) by Tenant, upon sixty (60) days prior written notice to Landlord for any reason or no reason.

7. INSURANCE. During the Term, Tenant, at its sole cost and expense, shall obtain and maintain the following insurance: (i) "All Risk" property insurance for replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury or death/property damage arising out of any single occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property. Landlord shall insure the Building against fire and other casualty for at least the full replacement value thereof. Notwithstanding anything to the contrary set forth in this Agreement, the Parties hereby confirm that the provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. INTERFERENCE.

(a) Tenant hereby warrants that its use of the Premises will comply with all Federal Communications Commission (FCC) regulations with respect to interference with existing radio frequency user(s) on the Property.

(b) **From and after the date of this Agreement, Landlord shall not grant or convey a lease, license or any other right to any third party for the use of the Property, if such use could adversely affect or interfere with the System, the operations of Tenant, or the rights of Tenant under this Agreement. Landlord shall notify Tenant in writing prior to granting any third party the right to install and/or operate communications equipment on the Property.**

(c) **Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way that could interfere with the System, the operations of Tenant, or the rights of Tenant under this Agreement. Landlord shall cause any such interference to cease immediately (but in no event more than 24 hours) after receipt of notice of interference from Tenant. The Parties acknowledge that in the event any such interference does not cease within the aforementioned 24-hour period, Tenant will suffer irreparable injury and, therefore, Tenant shall have the right, in addition to any other rights that it may have hereunder, at law or in equity, for Landlord's breach of this Agreement, to enjoin such interference or to terminate this Agreement upon notice to Landlord.**

(d) **This Section 8 shall survive the expiration or earlier termination of this Agreement.**

9. INDEMNIFICATION.

(a) Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims with respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair, or removal of the System, or from Tenant's breach of any provision of this Agreement, except to the extent any such injury, loss, damage, or liability is attributable to the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

(b) Landlord hereby agrees to indemnify, defend, and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims with respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees, agents, or independent contractors or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary set forth in this Agreement, Tenant and Landlord each hereby waives any claims that it may have against the other with respect to consequential, incidental or special damages.

(d) This Section 9 shall survive the expiration or earlier termination of this Agreement.

10. WARRANTIES.

(a) Tenant and Landlord each hereby acknowledge and represent that it is duly organized, validly existing, and in good standing in the Commonwealth of Pennsylvania, and that each has the right, power, and authority to enter into this Agreement and to bind itself hereto by the execution of this Agreement by the individual(s) set forth as signatory for the Party below.

(b) Landlord hereby represents and warrants that: (i) Landlord owns the Property in fee simple; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which could adversely affect Tenant's Permitted Use and enjoyment of the Premises pursuant to this Agreement; (iii) as long as Tenant is not in default hereunder, then Landlord hereby grants to Tenant sole, actual, quiet and peaceful use, enjoyment, and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, or covenants, or the provisions of any mortgage, lease, or other agreement, or any court order, binding on Landlord or affecting the Premises; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage, or other security interest, Landlord shall promptly provide to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement substantially in the form of Exhibit 3 attached hereto.

11. ENVIRONMENTAL.

(a) Landlord hereby represents and warrants that as of the date of this Agreement, the Property is free from hazardous substances and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or

hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant each hereby agree that it will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities now or at any time in effect, regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or similar matters that are now or were at any time previously related to any activities conducted by it in or on the Property.

(b) Landlord and Tenant each hereby agree to indemnify, defend, and hold harmless the other from and against, and to assume all duties, responsibilities, and liabilities of the other at the sole cost and expense of the indemnifying Party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding which is related to (i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law including, without limitation, any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters now or hereafter in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the Party thereon, unless the environmental conditions are caused by the other Party.

(c) The indemnities provided for in this Section 11 specifically include, without limitation, reasonable costs, expenses and fees incurred in connection with any investigation of the Property or of any conditions or any clean-up, remediation, removal, or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or earlier termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that its lease or continued lease of the Premises could expose Tenant to undue risks of government action, intervention or third-party liability, Tenant shall have the right, in addition to any other rights it may have hereunder, at law or in equity, to terminate this Agreement upon notice to Landlord.

12. ACCESS. At all times throughout the Term, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, shall have full, free, and uninterrupted access to the Premises twenty-four (24) hours per day, seven (7) days per week, for purposes of installing, maintaining, operating, inspecting, and repairing the System and any utilities serving the Premises. Landlord hereby agrees to provide to Tenant such codes, keys, and other information and materials necessary for such access at no additional cost to Tenant. Landlord hereby acknowledges that in the event Tenant cannot access the Premises, Tenant will incur significant damage. If Landlord fails to provide the access granted in this Section 12, such failure shall constitute a material default under this Agreement. In the event any public utility is unable to use the access provided to Tenant, then Landlord agrees to grant additional access either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the System brought onto the Premises by Tenant will at all times be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord hereby covenants and agrees that no part of the System constructed, erected, or placed on the Premises by Tenant will become, or be considered affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed on the Premises by Tenant will at all times be and remain the property of Tenant and may be removed by Tenant at any time during the Term. In any event, within ninety (90) days of the termination of this Agreement, Tenant shall remove all of Tenant's personal property from the Premises and Tenant shall, to the extent practical and economically reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

14. MAINTENANCE/UTILITIES.

(a) Tenant shall keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements or casualty excepted. Landlord shall maintain and repair the Property (including, without limitation, the Building and all common areas) and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) With respect to the Equipment Room, Landlord shall provide Tenant with back-up power generator protected electric to ensure continuous service in the event of a power failure. Landlord shall be responsible for paying, on a monthly or quarterly basis, all utility charges for electricity, telephone service, or any other utility used or consumed by Tenant on the Premises. Landlord hereby acknowledges Tenant's intended use of the Premises, and the fact that it requires electrical power to operate, and must operate twenty-four (24) hours per day, seven (7) days per week. If any interruption is for an extended period of time, in Tenant's reasonable determination, Landlord shall permit Tenant to bring in a temporary source of power for the duration of the interruption. Landlord shall fully cooperate with any utility company requesting access over, under, and across the Property in order for utility companies to provide service to Tenant. Landlord is not responsible for interference with, or interruption or failure of, such services to be furnished or supplied by Landlord beyond the reasonable control of Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: Tenant's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying a failure. Provided, HOWEVER, that no such failure shall be deemed to exist if Tenant has commenced to cure such default within the prescribed cure period and provided further that Tenant's efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if it is due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond the applicable cure period,

Landlord shall have the right to exercise any and all rights and remedies available to it hereunder, under law or in equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such event; or (ii) failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure will be deemed to exist if Landlord has commenced to cure the default within the prescribed cure period and provided that Landlord's efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if it is due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond the applicable cure period, Tenant shall have the right to exercise any and all rights available to it hereunder, under law or in equity, including the right to cure Landlord's default and to deduct the costs of any such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE. Tenant shall have the right to assign this Agreement (including in connection with a sale of its rights to the related System Equipment, apparatus, etc.) or to sublease the Premises and its rights hereunder (including, without limitation, renting space on the System to third parties), in whole or in part, without Landlord's consent. Upon notification to Landlord of any such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. NOTICES. All notices, requests, demands and communications hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices shall be addressed to the Parties as follows:

If to Tenant: County of Berks
Attention: County Commissioners
633 Court Street
Reading, PA 19601

With a copy to: County of Berks
Attention: Solicitor
633 Court Street
Reading, PA 19601

and

Berks County Department of Emergency Services
Attention: Director
2561 Bernville Road
Reading, PA 19605

If to Landlord: City of Reading

Attn: Managing Director
815 Washington Street
Reading, PA 19601

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

Either Party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided for herein.

In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord shall send to Tenant the documents listed below. In the event Tenant does not receive such documents, Tenant will not be responsible for any failure to pay any amount to the successor landlord.

- a. New Deed to Property.
- b. Bill of Sale or Transfer (if applicable).
- c. New Payment Direction Form.
- d. Full contact information for new landlord including all phone

numbers.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord shall provide notice of the proceeding to Tenant within forty-eight (48) hours of Landlord's notification. If a condemning authority takes all of the Property, or a portion of the Property sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date title to the Property vests in the condemning authority. In such event, the Parties will each be entitled to pursue their own separate awards in the condemnation proceeds; which, for Tenant, shall include, in the case of Tenant, the value of the System, moving expenses, and business dislocation expenses. No award to Tenant will diminish Landlord's recovery.

19. CASUALTY. The Parties shall provide notice to each other of any casualty affecting the Property of which a Party becomes aware, within forty-eight (48) hours of the casualty. If any part of the System or the Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the System, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities and equipment storage facilities on the Property rent-free until such time as Tenant is able to activate a replacement transmission and/or storage facility at another location or until the reconstruction of the System is completed.

20. WAIVER OF LANDLORD'S LIENS. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof. The System shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the System from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES. *Landlord will be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant will be responsible for all taxes (if any) levied upon Tenant's leasehold improvements on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within the prescribed time period, Landlord will be responsible for all increases in taxes for the year covered by the assessment. Tenant will have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay the same under protest, or take such other steps as Tenant may deem appropriate. This right will include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and shall execute any documents required therefor. The expense of any such proceedings will be borne by Tenant, and any refunds or rebates secured as a result of Tenant's action will belong exclusively to Tenant.*

22. SALE OF PROPERTY. If Landlord, at any time during the Term, decides to sell to a purchaser other than Tenant, or to subdivide or rezone any of the Premises, or all or any part of the Property, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning will be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance could interfere with Tenant's Permitted Use as determined by radio propagation tests performed by Tenant in its reasonable discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, in its reasonable discretion, Landlord will be prohibited from selling, leasing or using any areas of the Property for purposes of installing, operating or maintaining any other wireless communications facility or equipment. Landlord will not be prohibited from selling, leasing or using any of the Property for non-wireless communication use. The provisions of this Section 22 will in no way limit or impair the obligations of Landlord under Section 8 above.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of Landlord and an

authorized agent of Tenant. No provision of this Agreement may be waived except in a writing signed by both Parties.

(b) **Memorandum/Short Form Lease.** Either Party shall, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge, and deliver to the other a recordable Memorandum or Short Form of Lease. Either Party may record the Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and will bind and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors, trustees, and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being expressly made a part hereof, constitute the entire agreement of the Parties hereto and supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified herein, the following rules of construction and interpretation shall apply to this Agreement: (1) captions are for purposes of convenience and reference only and shall in no way define or limit the construction of the terms and conditions hereof; (2) use of the term "including" will be interpreted to mean "including but not limited to"; (3) whenever a Party's consent is required under this Agreement, except as otherwise stated in the Agreement or as the same may be duplicative, such consent shall not be unreasonably withheld, conditioned or delayed; (4) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement as if set forth in full herein; (5) use of the terms "termination" or "expiration" are interchangeable; (6) any reference to a default will take into consideration any applicable notice, grace and cure periods; and (7) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity of any term or provision of this Agreement, the ambiguity will not be resolved on the basis of which Party drafted the Agreement.

(g) **Estoppel.** Either Party shall, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect) and the date to which charges have been paid in advance, if any, and (ii) acknowledging that there are not, to such Party's knowledge, any uncured defaults on the part of the other Party hereto, or specifying such defaults in detail if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested Party's failure to deliver such a statement within the prescribed time period will be conclusively relied upon by the requesting Party as a certification that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting Party, and (ii) there are no uncured defaults in either Party's performance.

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any Party for examination or consideration will not constitute an offer, reservation of,

or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery of it by both Landlord and Tenant.

(i) **Severability.** If any term or condition of this Agreement is found to be unenforceable, the remaining terms and conditions will remain binding upon the Parties as though said unenforceable provisions were not contained herein. However, if the invalid, illegal or unenforceable provisions materially affect this Agreement, then this Agreement may be terminated by either Party on ten (10) business days prior written notice to the other Party hereto.

(j) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and all of which shall become effective when one or more counterparts have been signed by each of the Parties, it being understood that all Parties need not sign the same counterpart.

(k) **Survival.** All indemnity provisions contained herein will survive the expiration or earlier termination of this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be duly executed and effective as of the date first written above.

“LANDLORD”

CITY OF READING

By: _____

Name: _____

Title: _____

“TENANT”

THE COUNTY OF BERKS, PENNSYLVANIA

Attest as to all:

County Clerk

By: _____

Christian Y. Leinbach, Chair
County Commissioner

By: _____

Kevin S. Barnhardt
County Commissioner

By: _____

Mark C. Scott
County Commissioner

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

EXHIBIT 2

DESCRIPTION OF SYSTEM

***NOTE: EXHIBITS 1 AND 2 SUBJECT TO FURTHER CHANGE AS PROVIDED IN SECTION 2 OF THE LEASE AGREEMENT.**

EXPLANATION OF PROPOSED SYSTEM AT PREMISES

SCOPE OF DEPLOYMENT:

- A. Roof: two (2) microwave dishes and necessary mounting hardware and exterior component of HVAC split.
- B. 2nd Floor Equipment Room: two (2) 23 in. racks of microwave hardware and one (1) 23 in. rack of console hardware and interior component of HVAC split.
- C. Police Dispatch Center: six (6) dispatch consoles and one (1) network management client work station in the Police Communications Suite located in the Building.
- The construction of a secure equipment room on the second floor of the building with dimensions of approximately 10' x 20'.
 - This room will house the equipment racks and UPSs for the system.
 - The room will incorporate a secure access and monitoring system.
 - Two (2) Microwave dishes will be mounted on the exterior walls above the main roof of the building (one on the East side, one on the West side).
 - Wave guide will extend through the exterior walls and traverse through the 3rd floor mechanical room and down to the second floor where it will terminate in the 2nd floor equipment room.
 - A "split" HVAC system will be installed for climate control in the second floor equipment room.
 - The exterior component will be mounted somewhere adjacent to the microwave dish on the East side of the building.
 - Motorola R56 compliant grounding will be extended from the second floor equipment room, following building pathways to the basement and then terminating on the cold water supply pipe in the room designated currently as "police records."
 - Data cabling will be extended from the second floor equipment room to the first floor communications/dispatch room for servicing six (6) radio consoles, a network management terminal, and a recording playback terminal.
 - Telephone cabling will be extended from the "female restroom telephone closet" to the second floor equipment room to permit the recording of certain telephone information.

EXHIBIT 3

**FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

Property Address/ID: _____

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT (“Agreement”), dated as of the date below, between _____ having its principal office at _____, (hereinafter called “**Mortgagee**”) and CITY OF READING, having a mailing address of 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter called “**Landlord**”), and THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision, having a mailing address of 633 Court Street, Reading, PA 19601 (hereinafter called “**Tenant**”).

WITNESSETH:

WHEREAS, Tenant has entered into a certain lease dated _____, 20__, (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the “**Mortgage**”) upon property having a street address of _____, being identified as Parcel No. _____ in the _____ of _____, _____ County, Commonwealth of Pennsylvania (“**Property**”), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the property is in the original principal sum of _____ (\$_____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, Pennsylvania (“**Mortgage**”); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it

affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be personally liable for any act or omission of any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to Section 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the Parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the last date written below.

“LANDLORD”

CITY OF READING

Print Name: _____
Title: _____
Date: _____

Attest as to all:

County Clerk

“TENANT”

THE COUNTY OF BERKS, PENNSYLVANIA

By: _____
Print Name: _____
Title: County Commissioner
Date: _____

By: _____
Print Name: _____
Title: County Commissioner
Date: _____

By: _____
Print Name: _____
Title: County Commissioner
Date: _____

“MORTGAGEE”

By: _____
Print Name: _____
Title: _____
Date: _____

[ACKNOWLEDGMENT APPEARS ON THE NEXT PAGE]

EXHIBIT 1 TO SNDA
DESCRIPTION OF PREMISES

BILL NO. _____ 2014

AN ORDINANCE

AN ORDINANCE DIRECTING THE BERKS COUNTY BOARD OF ELECTIONS TO PLACE A REFERENDUM QUESTION BEFORE CITY VOTERS ON THE 2014 GENERAL ELECTION BALLOT WHICH WOULD AMEND THE CITY OF READING HOME RULE CHARTER BY DELETING THE REQUIREMENT THAT THE CITY AUDITOR BE A CPA WITH A MINIMUM OF FIVE (5) YEARS EXPERIENCE IN BUSINESS ADMINISTRATION, ACCOUNTING, MANAGEMENT, OR MUNICIPAL GOVERNMENT.

WHEREAS, Section 502 of the City of Reading Home Rule Charter provides for the eligibility requirements for City Auditor; and

WHEREAS, as a result of a referendum at the April 24, 2012, primary election, Section 502 currently contains an eligibility requirement that the City Auditor be a CPA with a minimum of five (5) years experience in business administration, accounting, management, or municipal government; and

WHEREAS, a duly appointed Charter Review Commission has recommended that said aforementioned requirement for the City Auditor be deleted as set forth herein and attached as Exhibit A.

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

SECTION 1. Directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 general election ballot:

Home Rule Charter Section 502 – Eligibility of the City Auditor

“Shall Section 502 of the Reading City Charter be amended to delete the requirement that the City Auditor be a CPA with a minimum of 5 years experience in business administration, accounting, management or municipal government?”

Simple Explanation

A “Yes” vote means the City of Reading Home Rule Charter would be amended to delete the requirement that the City Auditor be a CPA with at least 5 years experience in business administration, accounting, management or municipal government.

A “No” vote means the City of Reading Home Rule Charter’s current language requiring the City Auditor to be a CPA with a minimum of 5 years experience in business administration, municipal government, accounting or management will remain.

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

SECTION 3. This ordinance shall repeal and replace Bill No. 16-2014.

Enacted _____, 2014

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: _____

Exhibit A

Section 502. Eligibility.

The candidate for City Auditor shall be a registered voter of the City who shall have resided in the City continuously for at least one year immediately preceding the primary election in which the City Auditor seeks office. The City Auditor shall continue to reside in the City throughout the term of office. In addition, the City Auditor must have a Bachelors Degree in Business Administration, Municipal Government, Accounting, Management or a related field [and be a CPA with a minimum of five (5) years experience in business administration, accounting, management or municipal government]. The City Auditor elected at the first election under this Charter shall receive an annual salary of \$40,000.00.

**BILL NO. _____ 2014
AN ORDINANCE**

AN ORDINANCE DIRECTING THE BERKS COUNTY BOARD OF ELECTIONS TO PLACE A REFERENDUM QUESTION BEFORE CITY VOTERS ON THE 2014 GENERAL ELECTION BALLOT WHICH WOULD AMEND THE CITY OF READING HOME RULE CHARTER TO REQUIRE APPOINTMENT OF A CHARTER REVIEW COMMISSION AT LEAST EVERY FIVE (5) YEARS BUT NO SOONER THAN EVERY THREE (3) YEARS AND PROHIBIT CITY OFFICIALS OR EMPLOYEES FROM SERVING ON THE COMMISSION.

WHEREAS, Section 1203 of the City of Reading Home Rule Charter provides for the review of the Home Rule Charter by an appointed Charter Review Commission; and

WHEREAS, Section 1203 currently provides that a Charter Review Commission shall be appointed at least every ten (10) years and that the majority of the eleven (11) member Charter Review Commission shall not be City officials or employees; and

WHEREAS, a duly appointed Charter Review Commission has recommended that said aforementioned Home Rule Charter section be amended as set forth herein and attached as Exhibit A.

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

SECTION 1. Directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 general election ballot:

Home Rule Charter Section 1203 – Review of Charter

“Shall Section 1203 of the Reading City Charter be amended to: (1) require a Charter Review Commission to be appointed at least every 5 years but no sooner than every 3 years; (2) prohibit City officials and employees from serving on the Commission in order to avoid a conflict of interest; and (3) require City Council and the Mayor, by ordinance, to place all proposed amendments on the ballot no later than the next municipal election?”

Simple Explanation

A “Yes” vote means the City of Reading Home Rule Charter would be amended to 1) require charter review at least every 5 years, but no sooner than 3 years by a Charter Review Commission 2) mandate that no members of the Charter Review Commission be City officials or employees and 3) require that City Council and the Mayor place all proposed amendments on the ballot no later than the next municipal election.

A "No" vote means the current language requiring charter review at least every ten (10) years with the majority of the eleven (11) member Charter Review Commission not being City officials or employees will remain the same.

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

SECTION 3. This ordinance shall repeal and replace Bill No 14- 2014.

Enacted _____, 2014

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: _____

Exhibit A

Section 1203. Review of Charter.

[At least every ten (10) years, except for the initial charter review which shall take place under this provision no sooner than five (5) years but no later than ten (10) years after the effective date of this Charter] At least every five (5) years, but no sooner than every three (3) years, City Council and the Mayor shall appoint a Charter Review Commission composed of eleven (11) members[, the majority of whom shall not be City officials or employees]. To avoid conflict of interest, no elected City official or employee shall serve on the Charter Review Commission. Nothing herein shall preclude such officials from attending or participating in the actions of the Commission. Seven (7) members of this Commission shall be appointed by City Council and four (4) members shall be appointed by the Mayor. All appointees shall be current residents and registered voters of the City. The Charter Review Commission shall review the current Charter, submit a report to the City Council, the mayor, and the citizens of the City, within six months of its appointment, and recommend any proposed amendments to the Charter. [All proposed amendments shall be placed] City Council and the Mayor, by ordinance, shall place all proposed amendments on the ballot no later than the next municipal election. City Council shall provide appropriations for the reasonable expenses incurred by the Charter Review Commission.

BILL NO. _____ 2014
AN ORDINANCE

AN ORDINANCE DIRECTING THE BERKS COUNTY BOARD OF ELECTIONS TO PLACE A REFERENDUM QUESTION BEFORE CITY VOTERS ON THE 2014 GENERAL BALLOT WHICH WOULD AMEND THE CITY OF READING HOME RULE CHARTER TO PROVIDE AUTHORITY TO THE MAYOR TO ISSUE ADMINISTRATIVE REGULATION AND PROCEDURE.

WHEREAS, Sections 215, 601, 602, and 908 (c) of the City of Reading Home Rule Charter address ordinances in general, administrative code, common administrative procedures, and budget amendments after adoption (transfer of appropriations as per administrative code) respectively; and

WHEREAS, a duly appointed Charter Review Commission has recommended that said aforementioned Home Rule Charter sections be amended as set forth herein and attached in Exhibit A.

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

SECTION 1. Directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 general election ballot:

Home Rule Charter Sections 215, 601, 602 and 908 (c) – Administrative Code, Procedures, Ordinances and [Budget] Amendment after Adoption

“Shall Sections 215, 601, 602, and 908 (c) of the Reading City Charter be amended to clarify the separation of powers between the Mayor and City Council by restricting legislative encroachment into executive authority through use of ordinances or resolutions, and formally defining all acts that City Council may pass by ordinance?”

Simple Explanation

A “YES” vote means the City of Reading Home Rule Charter would re-define the powers of the Mayor and City Council by limiting City Council’s power to make legislative changes to the Administrative Code and provide the Mayor with the sole power to issue administrative regulation and procedure.

A “NO” vote means the language of the City of Reading Home Rule Charter would remain in place, allowing City Council and the Mayor to propose changes to the administrative code through the current legislative process.

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

Enacted _____, 2014

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: _____

Exhibit A

Section 215. Ordinances in General.

Council may legislate by passage of an ordinance. All ordinances introduced shall be kept in a place accessible to the public at all reasonable times. Final action on all ordinances shall take place during public meetings. Acts of Council shall be by Ordinance which:

- (a) adopt or amend the codes or establish, alter, or abolish any unit of the City,
- (b) provide for a fine or other penalty or establish a rule or regulation for which a fine or other penalty is imposed,
- (c) levy taxes and provide for service charges, permit fees and assessments,
- (d) grant, renew or extend a franchise,
- (e) adopt or amend the annual budget and capital program budget,
- (f) repeal or amend any ordinance,
- (g) adopt procedures for purchasing of products, goods, or services, for making contracts and for the sale or lease of personal or real property of the City,
- (h) adopt other actions which are legislative in nature,
- (i) authorize the borrowing of money,
- (j) purchase, convey, or lease lands or buildings, or
- (k) adopt zoning, subdivision or other land use controls.

Section 601. [Administrative Code.] Administrative Manual.

[As part of the codified ordinances, City Council shall enact and from time to time may amend an Administrative Code which shall set forth in detail the organization and administrative structure and procedures of the City, including:

(1) a specific enumeration of departments, offices, and agencies and the division of powers and responsibilities among them;

(2) the internal procedures for the operation of the departments, offices, and agencies;
and

(3) any other rules, regulations, and procedures reasonably appropriate for efficient administration.]

Within six (6) months of the adoption of this Charter amendment, the Mayor shall establish and then, from time to time, amend an Administrative Manual which shall set forth in detail the administrative policies and procedures of the City, including:

(a) general administrative policies, as directed by the Mayor, and implemented by the Managing Director, for the efficient and effective operation of government;

(b) the internal procedures for the operation of the departments, offices, and agencies, as directed by the Managing Director and heads of departments; and,

(c) any other rules, regulations, and procedures for the efficient and effective administration.

[Section 602. Common Administrative Procedures.

City Council shall have the power by resolution to adopt uniform administrative procedures, regulations, and forms to be followed by all elected officials, departments, offices, and agencies.]

Section 908. Amendments After Adoption.

(a) Emergency appropriations may be made by the Council to meet a public emergency posing a sudden, clear and present danger to life or property. Such appropriations may be made by emergency ordinance in accordance with the provisions of Section 220 of this Charter.

(b) Supplemental appropriations may be made by the Council by ordinance upon certification by the Mayor that there are available for appropriation revenues in excess of those estimated in the Budget.

(c) Transfer of appropriations [may] shall be made in accordance with [provision of the Administrative Code] the provisions of Section 215.

AN ORDINANCE

AN ORDINANCE DIRECTING THE BERKS COUNTY BOARD OF ELECTIONS TO PLACE A REFERENDUM QUESTION BEFORE CITY VOTERS ON THE 2014 GENERAL ELECTION BALLOT WHICH WOULD AMEND THE CITY OF READING HOME RULE CHARTER TO ALLOW ONE PERSON TO SERVE ON TWO (2) BOARDS AND COMMISSIONS IF THERE IS NO CONFLICT.

WHEREAS, Section 1002 (c) of the City of Reading Home Rule Charter provides for the qualifications for board and commission membership; and

WHEREAS, Section 1002 (c) currently provides that “no person may concurrently serve on more than one authority, board, or commission”; and

WHEREAS, a duly appointed Charter Review Commission has recommended that said aforementioned limitation be amended as set forth herein and attached as Exhibit A.

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

SECTION 1. Directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 general election ballot:

Home Rule Charter Section 1002 (c) – Membership Qualifications

“Shall Section 1002 (c) of the Reading City Charter be amended to allow one person to serve on two boards or commissions concurrently if there is no conflict of interest in doing so, and to remove the present restriction allowing one person to serve on only one board or commission at a time?”

Simple Explanation

A “Yes” vote means the City of Reading Home Rule Charter would be amended to allow a person to serve on two boards or commissions at the same time if there is no conflict and will remove the current language that limits a person’s ability to only serve on one board or commission at a time.

A “No” vote means the City of Reading Home Rule Charter’s current language prohibiting a person from serving on more than one board or commission at a time will remain.

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

SECTION 3. This ordinance will repeal and replace Bill No. 17 2014.

Enacted _____, 2014

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: _____

Exhibit A

Section 1002. Membership.

(c) **Qualifications.** As a general rule, members of boards and commissions shall be residents of the City. At the discretion of Council, persons not residents of the City, but who have a significant property or business interest in the City, may be selected to serve. [No person may concurrently serve on more than one authority, board, or commission.] No person may concurrently serve on more than two boards or commissions. A person may serve on two boards or commissions only if there is no conflict of interest in doing so.

BILL NO. _____ 2014

AN ORDINANCE

AN ORDINANCE DIRECTING THE BERKS COUNTY BOARD OF ELECTIONS TO PLACE A REFERENDUM QUESTION BEFORE CITY VOTERS ON THE 2014 GENERAL BALLOT WHICH WOULD AMEND THE CITY OF READING HOME RULE CHARTER TO REMOVE DUPLICATIVE LANGUAGE AND CLARIFY THE RELATIONSHIP BETWEEN THE MAYOR AND THE MANAGING DIRECTOR.

WHEREAS, Sections 308 and 406 of the City of Reading Home Rule Charter provide for the powers and duties of the Mayor and the Managing Director respectively; and

WHEREAS, Sections 308 and 406 contain duplicative language; and

WHEREAS, a duly appointed Charter Review Commission has recommended that said aforementioned Home Rule Charter sections be amended as set forth herein and attached as Exhibit A.

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

SECTION 1. Directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 general ballot:

Home Rule Charter Sections 308 and 406 – Powers and Duties of the Mayor and Managing Director

“Shall Sections 308 and 406 of the Reading City Charter be amended to remove duplicative language and to clarify the relationship between the Mayor, as Chief Executive Officer, and the Managing Director, as Chief Administrative Officer?”

Simple Explanation

A “YES” vote means the City of Reading Home Rule Charter would be amended to eliminate the Managing Director’s power to “Direct and supervise the administration of all departments, offices and agencies of the City, except as provided by this Charter or by law” and provide that power solely to the Mayor.

A “NO” vote would retain the current language, empowering both the Mayor and Managing Director to “Direct and supervise the administration of all departments, offices and agencies of the City, except as provided by this Charter of by law”.

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

SECTION 3. This ordinance shall repeal and replace Bill No 15 2014.

Enacted _____, 2014

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: _____

Exhibit A

Section 308. Powers and Duties of the Mayor.

(g) [Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by the Charter or by Law.] Direct the administration of all departments, offices, and agencies of the City as supervised by the Managing Director, except as otherwise provided by this Charter or by law.

Section 406. Powers and Duties.

(2) [Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law;] Supervise the administration of all departments, offices, and agencies of the City, as directed by the Mayor, except as otherwise provided by this Charter or by law;

BILL NO. _____ 2014

AN ORDINANCE

AN ORDINANCE DIRECTING THE BERKS COUNTY BOARD OF ELECTIONS TO PLACE A REFERENDUM QUESTION BEFORE CITY VOTERS ON THE 2014 GENERAL ELECTION BALLOT WHICH WOULD AMEND THE CITY OF READING HOME RULE CHARTER BY REQUIRING AN AMENDMENT TO THE ANNUAL POSITION ORDINANCE TO AUTHORIZE HIRING OF CITY PERSONNEL WHEN SUCH HIRING EXCEEDS THE AUTHORIZED NUMBER OF EMPLOYEES.

WHEREAS, Section 904 (d) of the City of Reading Home Rule Charter provides that the budget "...shall show the number of proposed employees in every job classification"; and

WHEREAS, a duly appointed Charter Review Commission has recommended that said aforementioned requirement be amended as set forth herein and attached in Exhibit A.

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

SECTION 1. Directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2014 general election ballot:

Home Rule Charter Section 904 (d) – Budget

"Shall Section 904 (d) of the Reading City Charter be amended to make clear that the Annual Position Ordinance must be amended by Council prior to any hiring of City personnel by the Administration which exceeds the current Annual Position Ordinance?"

Simple Explanation

The City of Reading Home Rule Charter Section 904 requires the number of proposed employees in every job classification to be included in the budget. A "YES" vote means the Charter would be amended to require the Annual Position ordinance to be amended before the Administration can hire more personnel than the Position ordinance allows?

A "NO" vote will retain the current Charter language which requires the number of proposed employees in every job classification to be included in the budget.

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

SECTION 3. This ordinance shall replace and repeal Bill No. 12 2014.

Enacted _____, 2014

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: _____

Exhibit A

Section 904. Budget.

(d) [It shall show the number of proposed employees in every job classification.] It shall detail the number, salary, and benefits of proposed employees in every job classification. This detail shall be delivered to City Council in a form acceptable to be included in the Annual Position Ordinance adopted in unison with the Budget Ordinance. It is expressly understood the Annual Position Ordinance must be amended prior to actual hiring of City personnel exceeding that authorized by the current Annual Position Ordinance.

BILL NO. _____
AN ORDINANCE

AN ORDINANCE AMENDING CITY CODE CHAPTER 346 LITTER AND
ADVERTISING MATERIAL, SECTION 103 PROHIBITING THE PLACEMENT OF
ADVERTISING MATERIAL ON AUTOMOBILES.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending Chapter 346 Litter and Advertising Material, Section 103 by adding a prohibition for the placement of advertising materials on automobiles as follows:

§ 346-103. Restrictions on distributing advertising matter. [Added 12-10-1980 by Ord. No. 52-1980]

No person, partnership, firm or corporation shall distribute or cause to be distributed any handbills, advertisements, circulars, waste papers or other advertising matter whatever in the City by casting, scattering, placing or handing the same upon any of the streets of the City or on the pavements, sidewalks, alleys, ~~or~~ footways, *or automobiles* thereof. However, nothing herein shall prevent any person from handing any noncommercial literature or other printed matter upon any of the streets, pavements, sidewalks, alleys or footways in the City to any person willing to receive the same, and nothing herein shall prevent any person with permission of the owner from distributing or causing to be distributed handbills, advertisements, circulars or other advertising matter upon private property located within the City.

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

Enacted _____, 2014

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: _____

Budget Transfer Solid Waste and Recycling Ordinance

AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT OF COOPERATION BETWEEN THE CITY OF READING AND THE READING SCHOOL DISTRICT TO CHANGE BOTH THE NUMBER OF SCHEDULED MEETINGS PER YEAR AND THE MONTH OF THE ORGANIZATIONAL MEETING FOR THE READING RECREATION COMMISSION.

WHEREAS, the City of Reading and the Reading School District believe that the citizens of the City of Reading will benefit from a jointly supported recreational and educational program; and

WHEREAS, the City of Reading desires to amend the Agreement of Cooperation between the City of Reading and Reading School District to change both the number of scheduled meetings per year and the month of the organizational meeting for the Reading Recreation Commission; and

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

SECTION 1. The Mayor is authorized to execute the attached First Amendment to the Agreement of Cooperation.

SECTION 2. This ordinance shall be effective ten (10) days after passage.

Enacted _____, 2014

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: _____

FIRST AMENDMENT TO AGREEMENT OF COOPERATION

This FIRST AMENDMENT TO AGREEMENT OF COOPERATION is dated to be effective as of the ____ day of _____, 2014 by and between the CITY OF READING, a third class city of the Commonwealth of Pennsylvania (hereinafter referred to as "City"), and READING SCHOOL DISTRICT, (hereinafter referred to as "School District").

BACKGROUND

- A. The parties hereto entered into a certain Agreement of Cooperation dated to be effective as of July 25, 2011 as per Bill No. 33-2011 (the "Original Cooperation Agreement") and amended by an agreement approved on August 13, 2012 as per Bill No. 81-2012.
- B. Whereas, the Intergovernmental Cooperation Act (53 Pa. C.S. Section 2301 et. Seq., herein called the "Act") permits municipalities (under the Act the term "municipality" includes school districts) to enter into agreements to cooperate in the exercise or performance of their respective functions, powers or responsibilities, including recreation and parks.
- C. The parties now wish to amend certain provisions of the Agreement of Cooperation.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. The Background clauses set forth above are incorporated herein by reference.

2. Section 5(d) of the Agreement of Cooperation is hereby amended and restated in its entirety to read as follows:

"(d) Officers. The Commission shall elect a Chairperson, Vice Chairperson, Secretary and Treasurer from the membership of the Commission. The Chairperson shall act as chair at all duly called meetings and shall be empowered to execute, together with an Secretary, all legally binding documents on behalf of the Commission. The Vice Chairperson shall serve in the absence of the Chairperson. The Secretary or his/her designee shall record the Commission's actions and be custodian of the Commission's records. The Treasurer or his/her designee shall receive and expend all Commission funds and shall keep an accounting of all of the Commission's finances including, but not limited to, employee payroll. The Treasurer shall also present monthly reports regarding the finances of the Commission to the Commission members. The Commission shall organize annually at the first meeting of each year, which shall be held in January ~~January~~ **February**. All officers shall be elected at the Commission's ~~January~~ **February** organizational meeting and serve a one (1) year term of office, expiring ~~December 31~~ **the day of the advertised reorganizational meeting**. If an officer ceases to be a member of the Commission, a successor shall be elected."

3. Section 5(e) of the Original Agreement of Cooperation is hereby amended and

restated in its entirety to read as follows:

“Section 5(e) Commission Meetings. The Commission shall have regularly scheduled ~~monthly~~ **bi-monthly** meetings. The Chairperson of the Commission may, when he or she deems it necessary or desirable, and shall, upon the request of our members of the Commission and/or the Director, call a special meeting of the Commission for the purpose of transacting any business designated in the call of the meeting. The call for any regular and special meeting shall be in accordance with the Pennsylvania Sunshine Act.”

4. All other provisions of the Original Agreement of Cooperation not amended hereunder are hereby ratified and confirmed and shall remain in full force and effect.

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

WITNESS:

CITY OF READING:

Attest:

By: _____

Name: Vaughn D. Spencer

Title: Mayor

READING SCHOOL DISTRICT:

Attest:

By: _____

Name: _____

Title: _____

R E S O L U T I O N N O. _____ 2014

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

Approving the rezoning application submitted by Domenico and Lucia Brutto, 290 Morgantown Road (owners) changing the zoning of 15 Prospect Street from R2 to CH with conditions.

Adopted by Council _____, 2014

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher CMC
City Clerk

(Council Staff)

IN RE: APPLICATION OF : BEFORE THE CITY COUNCIL
DOMENICO AND LUCIA BRUTTO :
FOR THE REZONING OF : OF THE CITY OF READING,
15 PROSPECT STREET : PENNSYLVANIA
FROM R2 TO CH :

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

AND NOW, this 14th day of April, after a hearing held on April 1, 2014, upon the application Domenico and Lucia Brutto (hereinafter applicant), of 290 Morgantown Road, Reading 19611, owner of 15 Prospect Street (hereinafter subject property) 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 Domenico and Lucia Brutto of 290 Morgantown Road, Reading, PA 19611.
2. Applicant is the fee simple property owner of 15 Prospect Street (Subject Property) at the time of application and at the time of the hearing.
3. The Subject Property is located in the R2 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 zoning change as per the Zoning Ordinance and the Municipal Planning Code.
5. The Applicant and their legal counsel attended the hearing.

6. The Solicitor for the City entered the agenda with all attachments and recommendations from the City's Zoning Administrator and Planning Commission on to the record, without objection from the Applicant.

7. The Applicant testified that they received a zoning permit to operate an office in the basement of 15 Prospect Street and to install a temporary walkway joining 15 Prospect with the restaurant at 290 Morgantown Road. However, they admitted that they did not obtain building/trades permits or a certificate of occupancy and that the walkway was larger than what the permit allows.

8. The Applicant stated that if the zoning change is approved they plan to apply for a new zoning permit for the installation of a permanent walkway between the buildings which will include a storage area and a larger dining area or banquet hall. Renderings of the plans were displayed.

9. The Applicant testified that the change in zoning will not increase the intensity of traffic in the residential neighborhood where 15 Prospect Street is located.

10. The Zoning Administrator stated that 15 Prospect Street is a ranch style residential property built in 1965 and the restaurant at 290 Morgantown Road was built in 1978. The Applicants purchased these properties in 2000 and 1997 respectively. He provided the zoning history of 290 Morgantown Road as follows:

- 1999 – Zoning permit for an outdoor patio area and the applicant enclosed the patio without zoning or building permits around 2000
- 2004 – application for rezoning denied
- 2004 – Zoning permit for an office in the basement of 15 Prospect St
- 2004-06 – Zoning and building permits for a concrete walkway between the restaurant and the residential property. However, the walkway was enlarged and enclosed without zoning or building permits.

11. The Zoning Administrator recommended approving the zoning change with conditions.

12. The City Planner stated that the Planning Commission reviewed this application at their November 16, 2013 and recommended denying the request as per Resolution 30-2013. The Commission noted that this is the Applicants second request for rezoning and he also noted that the Applicants illegally installed the enclosed walkway connecting the restaurant and the residential property approximately 6-7 years ago.

13. The Hearing Solicitor noted that Judge Sprecher's Order in 2009 approved only a zoning permit for the temporary walkway structure. The Order did not approve permits

for building/trades or a certificate of occupancy. He noted the need for inspections of this structure and a certificate of occupancy.

14. The Applicants questioned when permits for the permanent structure are required. The Hearing Solicitor stated that after zoning permits are obtained for the new walkway permanent structure and banquet hall, then the Applicant needs to apply for building/trades permits.

DISCUSSION

The Applicant is seeking the rezoning of 15 Prospect Street from R2 low density residential to CH (Commercial Highway).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Subject Property is located in the R2 Zoning District.
2. Hearing was held on April 1, 2014.
3. Applicant requests that 15 Prospect Street be changed from R2 to CH.
4. City of Reading City Council is permitted to consider zoning changes 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.
5. The proposed zoning amendment creates a natural extension of the CH District.
6. At the hearing, the Zoning Administrator recommended approving the change in zoning of the Subject Property with conditions. The Applicant did not object to the conditions.
7. Applicant did not file an application for other relief from the City of Reading Zoning Hearing Board at this time.

DECISION

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

The application of Domenico and Lucia Brutto of 290 Morgantown Road, Reading, PA 19611 for the rezoning of 15 Prospect Street is hereby approved with the following conditions:

1. The applicant shall survey both parcels – 290 Morgantown Rd and 15 Prospect Street and record them as one parcel, under common ownership with the Berks County Recorder of Deeds;
2. The applicant shall immediately submit applications to the Building and Trades Division for the required building permits and make any improvements necessary for the issuance of certificates of occupancy for the basement office, the enclosed patio and the existing temporary walkway that connects 15 Prospect Street with 290 Morgantown Road;
3. The applicant shall bring the parking lot into compliance with the City’s land development approval;
4. The applicant shall apply for zoning approval for the expansion of the restaurant and the new permanent walkway and obtain all required building/trades permits and certificates of occupancy;
5. The applicant shall also apply for land development approval with the City Planning Commission for expansion of the restaurant and the parking area and obtain all required building/trades permits and certificates of occupancy.

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

AN ORDINANCE AMENDING SECTION 600-501 OF THE CITY OF READING ZONING ORDINANCE BY AMENDING THE MAP WHICH PROVIDES FOR THE BOUNDARIES OF THE DISTRICTS ENUMERATED IN SECTION 600-501. SECTION 600-501 SHALL BE AMENDED TO PROVIDE FOR THE REZONING OF A PARCEL OF LAND CURRENTLY LOCATED WITHIN THE CITY OF READING'S (R-2) RESIDENTIAL ZONING DISTRICT TO (C-H) COMMERCIAL HIGHWAY ZONING DISTRICT. THE PARCEL OF LAND TO BE REZONED FROM R-2 TO C-H IS

ALL THAT CERTAIN TRACT OF LAND COMMONLY KNOWN AS 15 PROSPECT AVENUE, BOUNDED ON THE EAST AND NORTH BY PROPERTY COMMONLY KNOWN AS 290 MORGANTOWN ROAD, AND ON THE WEST BY PROPERTY COMMONLY KNOWN AS 21 PROSPECT AVENUE, AND ON THE SOUTH BY PROSPECT AVENUE.

AS FURTHER DESCRIBED IN A DEED RECORDED IN THE OFFICE IN AND FOR THE BERKS COUNTY RECORDER OF DEEDS AT DEED BOOK VOLUME 3171 PG. 0782-0786.

BACKGROUND

WHEREAS, the City of Reading Codified Ordinances sets forth Chapter 600, entitled "City of Reading Zoning Ordinance" which chapter has been amended from time to time; and

WHEREAS, Section 600-501 establishes and adopts the "Official Zoning Map" of the City of Reading; and

WHEREAS, the City Council of the City of Reading desires to amend the Official Zoning Map of the City of Reading, more specifically, portions of the Southwest portion of the City of Reading as depicted in Exhibit "A," "B" and "C" attached hereto, in accordance with the provisions set forth in Section 609 of the Pennsylvania Municipalities Planning Code, as enunciated in 53 P.S. § 10609.

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

SECTION 1. Section 600-501 of the City of Reading Zoning Ordinance is hereby amended so as to provide that:

A. That portion located in the City of Reading of a certain tract of land recorded at Deed Book Volume 3171, Page 0782-0786, in the Berks County Recorder of Deeds office commonly known as 15 Prospect Avenue, bounded on the East and North by property commonly known as 290 Morgantown Road, and on the West by property commonly known as 21 Prospect Avenue, and on the South by Prospect Avenue and currently constituting a portion of the R-2 Residential Zoning District, shall henceforth constitute a portion of the C-H Commercial Highway Zoning District.

SECTION 2. The zoning officer of the City of Reading is hereby authorized to take such actions as may be necessary to cause the Official Zoning Map of the City of Reading to be amended in accordance with the terms and provisions of this Ordinance and shall take such other actions as may be necessary to effectuate the terms of this Ordinance.

SECTION 3. All ordinances or resolutions, or parts of ordinances or resolutions, insofar as they are inconsistent with this Ordinance are hereby repealed.

SECTION 4. The provisions of this Ordinance shall be severable and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any other remaining provisions of the Ordinance shall not be effected thereby. It is hereby expressly declared as the intent of the City Council of the City of Reading that this Ordinance would have been adopted had such unconstitutional or illegal provision or provisions had not been included herein.

SECTION 5. All other provisions of Section 600-501, et seq., of the City of Reading Codified Ordinances shall remain unchanged and in full force and effect.

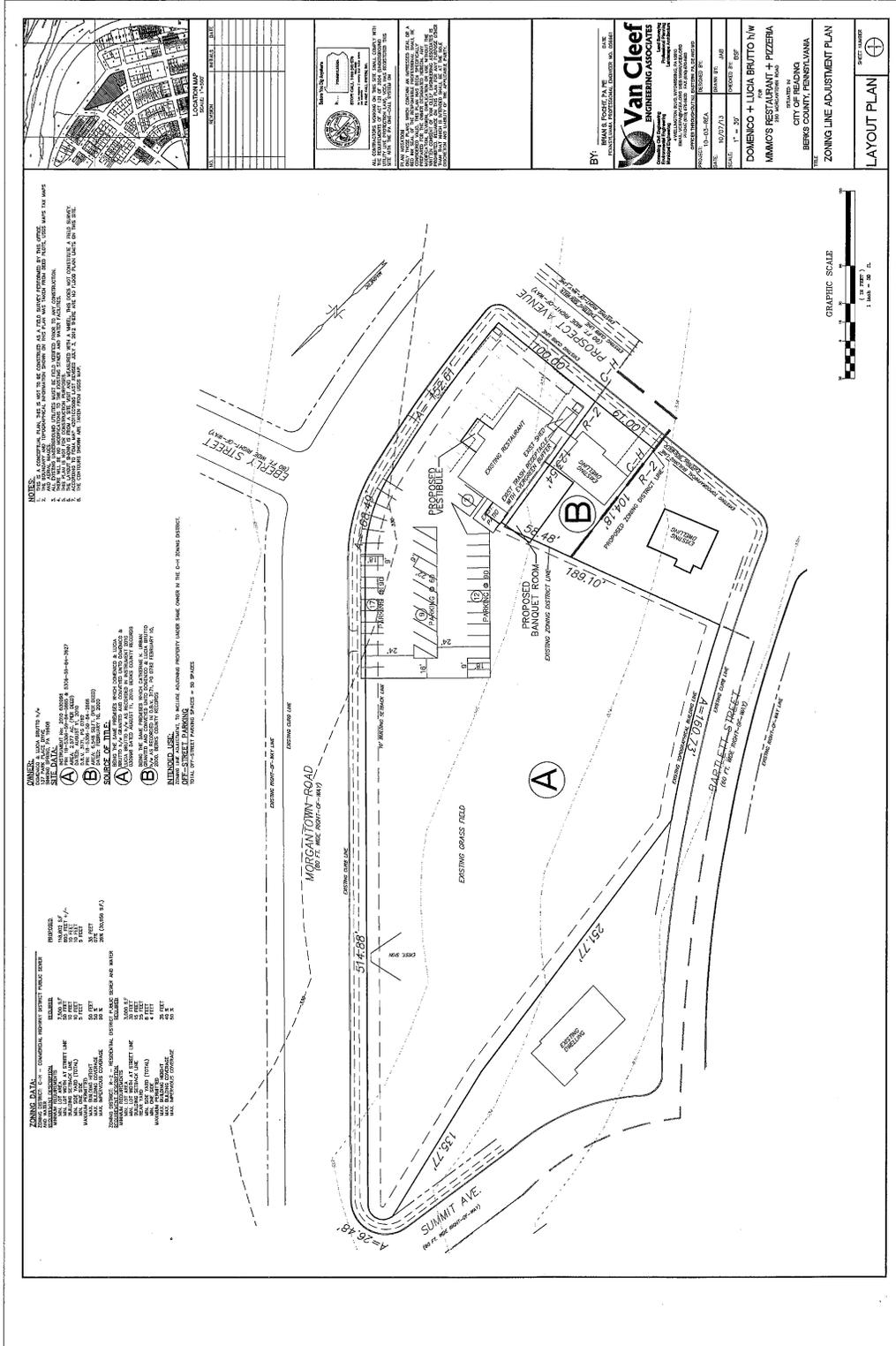
SECTION 6. This Ordinance shall become effective ten (10) days after its enactment by City Council.

ENACTED this __day of_____, 2014.

CITY OF READING, Berks County, Pennsylvania

By: _____
President of Council

Attest: _____
City Clerk



NO.	REVISION	DATE

City of Reading
 Planning Department
 100 North 10th Street
 Reading, PA 19601
 (610) 270-1000

Van Cleef
 ENGINEERING ASSOCIATES
 100 North 10th Street
 Reading, PA 19601
 (610) 270-1000

BY: [Signature]
 TITLE: [Title]
 DATE: 10/27/13
 PROJECT: DOMENICO + LUCA BRUTTO N/W
 MIMO'S RESTAURANT + PIZZERIA
 100 MORPATTOWN ROAD

DOMENICO + LUCA BRUTTO N/W
MIMO'S RESTAURANT + PIZZERIA
 100 MORPATTOWN ROAD
 CITY OF READING
 BEERS COUNTY, PENNSYLVANIA
 ZONING LINE ADJUSTMENT PLAN
LAYOUT PLAN
 SHEET NUMBER
 1 OF 1

NOTES:

1. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE IN FEET AND INCHES.
2. ALL DIMENSIONS SHOWN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHOWN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHOWN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS SHOWN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS SHOWN ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

PROPOSED:

- (A) 10,000 SQ FT PARKING GARAGE
- (B) 50,000 SQ FT RESTAURANT BUILDING
- (A) 10,000 SQ FT BANQUET ROOM

EXISTING:

- EXISTING GRASS FIELD
- EXISTING PAVEMENT
- EXISTING SIDEWALK
- EXISTING DRIVEWAY
- EXISTING UTILITY LINES
- EXISTING FOUNDATION
- EXISTING STRUCTURE
- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- EXISTING PAVEMENT
- EXISTING GRASS FIELD

ADJUSTMENTS:

- ADJUSTMENT A: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT B: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT C: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT D: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT E: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT F: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT G: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT H: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT I: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT J: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT K: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT L: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT M: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT N: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT O: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT P: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT Q: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT R: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT S: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT T: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT U: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT V: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT W: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT X: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT Y: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.
- ADJUSTMENT Z: TO INCREASE PROPERTY UNDER SAME OWNERSHIP IN THE CITY ZONING DISTRICT.

Exhibit A

Berks County Parcel Search

Report

Name:	BRUTTO DOMENICO & LUCIA
Mailing Address:	290 MORGANTOWN RD READING PA 19611
Site Address:	15 PROSPECT AV
Municipality:	CITY OF READING
Deed or Instrument Number:	3171 0782
Deed Date:	20000210
Deed Amount:	000070000
Deed 2:	
Deed 3:	
Plan:	
Lot No.:	PRPT 2
Parcel ID or Property ID:	18530659842644
Account:	18607675
Label Point:	18607675
Map PIN:	530659842644
Assessed Acres:	0.21
Market Land Value:	41300
Assessed Land Value:	41300
Building Value:	42000
Total Assessed Value:	83300
Homestead Status:	NOT ENROLLED
Clean & Green since:	
Assessed Use Code:	102
Assessed Class:	RESIDENTIAL
Description 1:	1 STORY BRICK/MASONRY
Description 2:	
Description 3:	
Description 4:	
Record Date:	9/6/2013

**BILL NO. _____-2014
AN ORDINANCE**

AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES BETWEEN THE CITY OF READING AND THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION THEREBY CONVEYING UNTO THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION, SAID TEMPORARY EASEMENT UPON THAT PORTION OF PREMISES SITUATE IN PERRY/RICHMOND TOWNSHIPS, BERKS COUNTY, PENNSYLVANIA (AREA OF 1.673 ACRES ALONG STATE ROUTE 662), AS SHOWN AND DESIGNATED ON A CERTAIN PLOT PLAN ATTACHED HERETO.

WHEREAS, the City of Reading is the legal owner of real property situate along State Route 662, Perry/Richmond Townships, Berks County, Pennsylvania, as shown on attached plot plan; and

WHEREAS, the City of Reading is willing to grant to the Commonwealth of Pennsylvania, Department of Transportation, a temporary construction easement in connection with a certain improvement project at said location.

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

SECTION 1. The Mayor is authorized to execute a Temporary Easement for Construction Purposes (attached as Exhibit "A") to convey unto the Commonwealth of Pennsylvania, Department of Transportation, a temporary construction easement upon that portion of premises situate along State Route 662 in Perry/Richmond Townships, Berks County, Pennsylvania with an area of 1.673 acres as shown and designated on a certain plot plan attached hereto.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2014

President of Council

Attest:

City Clerk

(LAW DEPT.)

BILL NO. _____-2014
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT OF SALE, DEED, AND ANY OTHER REQUIRED DOCUMENTS TO EFFECTUATE THE CONVEYANCE OF CERTAIN REAL PROPERTY SITUATE IN PERRY/RICHMOND TOWNSHIPS, BERKS COUNTY, PENNSYLVANIA, AS DESCRIBED IN SAID DOCUMENTS ATTACHED HERETO AND CONSISTING OF APPROXIMATELY 0.621 ACRES (RIGHT OF WAY) AND APPROXIMATELY 0.067 ACRES (PRIVATE ACCESS EASEMENT), BETWEEN THE CITY OF READING AND THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Reading is the legal owner of real property situate along State Route 662, Perry/Richmond Townships, Berks County, Pennsylvania, as shown on attached plot plan; and

WHEREAS, the City of Reading is willing to convey to the Commonwealth of Pennsylvania, Department of Transportation, certain real property [approximately 0.621 acres (right-of-way) and 0.067 acres (private access easement)] situate alongside State Route 662, in Perry/Richmond Townships, Berks County, Pennsylvania, in connection with a certain improvement project at said location.

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

SECTION 1. The Mayor is authorized to execute an Agreement of Sale, Deed, and Settlement Statement (attached hereto) as well as any other required document, if any, to convey unto the Commonwealth of Pennsylvania, Department of Transportation, certain real property premises situate along State Route 662 in Perry/Richmond Townships, Berks County, Pennsylvania with an area of approximately 0.621 and 0.067 acres or a total of 0.688 acres as shown and designated in documents and certain plot plan attached hereto.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2014

President of Council

Attest:

City Clerk

(LAW DEPT.)

Submitted to Mayor: _____

Date: _____

BILL NO. _____ - 2014

AN ORDINANCE

AMENDING CHAPTER 308 HOUSING OF THE CODIFIED ORDINANCES OF THE CITY OF READING TO ELIMINATE THE TENANT LISTING REQUIREMENT AND PROVIDE FOR INJUNCTIVE RELIEF.

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

SECTION 1: Chapter 308, Housing, of the Codified Ordinances is hereby amended to eliminate the tenant listing requirement and provide for injunctive relief.

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

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

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

Enacted _____, 2014

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT A

CHAPTER 308

HOUSING

PART 1

RENTAL AND VACANT PROPERTY

§308-102. Definitions.

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

- 1) engaged the services of a licensee under the act of February 19, 1980 (P.L. 15, No 9), known as the Real Estate Licensing and Registration Act, to place the property in a Multiple Listing Service or otherwise market the property;
- 2) placed weekly or more frequent advertisements in print or electronic media; or
- 3) distributed printed advertisements.

BOARDING HOUSE – a building or structure used to shelter persons who are not “relatives” of the operator, and who live in the building by pre-arrangement and for definite periods of time and compensation, and which may or may not provide meals for residents, and which does not involve individual dwelling units that are each occupied by a “family.” This term shall not include a commercial hotel/motel that serves transient visitors to the area, a personal care home, a nursing home, a dormitory or residence hall owned or operated by a college or university, or a Group Institution.

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

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

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

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

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

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

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

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

HOUSING PERMIT - A permit issued by the City of Reading Property Maintenance Division per the procedure established by this Chapter and the policies created in accordance therewith. This permit includes both rental and vacant properties.

LEASE - see "Rent."

LET - see "Rent."

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

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

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

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

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

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

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

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

REGISTRATION - filing of an appropriate application to register a property as a rental unit- or vacant property.

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

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

RENTAL UNIT - a rooming unit or dwelling unit let for rent, a non-owner occupied rooming or dwelling unit, or a dwelling unit occupied by an owner and additional unrelated individuals. A rental unit shall

not include a hotel unit. A rental unit includes dwelling units under lease-purchase agreements or long-term (greater than 6 months) agreements of sale.

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

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

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

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

STUDENT HOUSING - see “student home.”

VACANT PROPERTY - A residential, commercial or mixed use (residential and other permitted use) property shall be deemed to be a "vacant property" if it is a vacant property that is actively marketed for sale, a vacant property for rehabilitation, a vacant property that is a vacation/second residence and a vacant property that is code compliant.

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

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

§308-103. Housing Permit Required.

No person or entity shall let, rent or cause to be vacant or occupied any non-owner occupied properties unless that person first applies for, renews and obtains a non-transferable Housing Permit issued by the City of Reading Property Maintenance Division per the procedure established by this code and policies created thereunder.

§308-104. Application for a Housing Permit.

1. Applications for a Housing Permit shall be made in writing or by electronic application on forms prepared and provided by the City of Reading Property Maintenance Division and shall be accompanied by payment of the applicable fee. Such forms shall require, but shall not be limited to, the following information and shall be accepted and sworn to by the owner:

- A. The name, business address, date of birth, and telephone numbers, (business and mobile), and Driver’s License or State Issued Identification numbers of all of the owner(s) of any dwelling unit-. A Federal EIN (employee identification number) must be provided if the owner is a corporation, limited liability company, or partnership.

- B. The address of the premises at which the dwelling unit or rooming unit is located.
- C. A valid zoning permit number as directed by the City of Reading Zoning Office.
- D. Verification of trash and recycling participation with approved program.
- E. The Business Privilege License Number as provided by the City of Reading Citizens Services Center
- F. ~~A completed tenant listing, if applicable, on a form prepared and provided by the Property Maintenance Division providing the following information of all persons occupying the building for which the permit is sought, including children under 18 years of age, full name, unit, apartment or floor number/designation (where applicable), and term of lease including date of entry and departure. If the owner has reason to believe that such disclosure may jeopardize the personal safety and well-being of a tenant or occupant and provides the Property Maintenance Division with such information and documentation to support such belief as may be reasonably required by the Property Maintenance Division, such disclosure shall not be required. If the unit is not rented at the time of application, the owner shall submit the tenant listing as prescribed above within 30 days of occupancy of the unit and in no event later than the next bi annual date for such submission as required by this Part.~~

2. The registration of a rental or vacant property with the Property Maintenance Division shall be required within 15 days of the subject property becoming a "vacant property" or being marketed or used as a rental property as provided herein and shall be accompanied by the payment of the applicable registration fee.

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

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

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

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

- B. The Zoning Administrator shall make a secondary determination as to whether the number of dwelling units present exceeds the number of units previously recorded for the premises in City records. A Housing Permit will be denied until the property is modified to comply with the number of units previously recorded.
- C. A zoning permit issued by the Zoning Administrator in accordance with Sections A and B hereinabove shall satisfy the requirements of §11-104. 1. G. and the issuance of a Housing Permit shall be subject to compliance with the remaining provisions of §11-104. 1.

§11-105. Annual Renewal of Housing Permit.

1. Effective January 2, 2012, each Housing Permit shall be renewed by the registrant on or before the 1st of April in each and every calendar year regardless of when the original permit was issued in the previous year. If the 1st of April falls upon a Saturday, Sunday or holiday the deadline shall be the close of business on the next business day. Renewal of a Housing Permit shall be made in writing or by electronic application upon forms prescribed by the Property Maintenance Division. Submission of annual renewal forms shall be accompanied by payment of the specified renewal fee.
2. Annual Housing Permit Renewal forms shall require the owner, in addition to the information specifically required in other provisions of this Chapter, to provide the following: (a) disclose and/or confirm the number, name and age of residents of dwelling unit in each building and the number of tenants residing in each dwelling unit, (b) the operational status of fire and smoke alarms, the operational status of fire escapes and emergency exits, if applicable, and (c) any changes or alterations to the interior or exterior structural and/or mechanical components or systems of the building or any individual dwelling unit therein including repairs due to casualty loss, since the date of the issue of the Housing Permit or the last renewal thereof, whichever is later. The Annual Permit Renewal forms shall further require the owner to verify that false statements therein made are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.
3. Submission of Annual Renewal Forms after the April 1st deadline shall be subject to a surcharge of Three Hundred Dollars (\$300) per parcel for each month or fraction thereof following the said deadline. The City of Reading may pursue an in personam action (legal proceeding against the person) for the collection of any outstanding surcharges owed.
4. Failure to submit an Annual Renewal Form as required herein before July 1st in each and every year may result in the immediate revocation of the Housing Permit.
5. In the event of revocation of the Housing Permit, the property owner must file an Application for Reinstatement upon a form prescribed by the Property Maintenance Division and the filing of said application shall be accompanied by payment of all outstanding fees and surcharges.
6. Notwithstanding the filing of an Application for Reinstatement nothing herein shall prevent the City of Reading from undertaking legal action to enforce any other provision of the City of Reading Codified Ordinances, including action to enjoin any continued occupancy of the property by tenants residing therein and/or action to abate any nuisance, dangerous condition or other threat to the health and safety of the tenants residing therein or the general public.
7. In the event the Housing Permit is revoked for a property that was previously approved for multi-family rental housing but designated a non-conforming use by the Zoning Administrator, failure of the owner to file an Application for Reinstatement of a Housing Permit within six months of the date of revocation of the Housing Permit as provided herein shall, in the absence of any showing of reasonable excuse or good cause, be considered an "abandonment" of such use in accordance with

the provisions of §27-607 F and G of the Zoning Ordinance. The burden of proving reasonable excuse or good cause for a failure to file an Application for Reinstatement shall rest solely upon the property owner and the determination of the same can only be made upon a majority vote of City Council.

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

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

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

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

§11-107. Revocation of a Housing Permit.

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

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

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

§11-108. Transfer of Ownership and Change of Address.

1. It shall be the duty of each owner of a dwelling unit or rooming unit to notify the Property Maintenance Division of any change in ownership of the in compliance with the requirements of § 4-303 of Chapter 4 of the City of Reading Codified Ordinances, as amended.
2. A Housing Permit issued hereunder does not attach to the real estate title and does not pass or transfer to any person or entity who acquires ownership of the property upon which the dwelling unit or rooming unit is situated. The prospective new owner of a property upon which housing is permitted shall submit a completed application for a new Housing Permit to the Property Maintenance Division no later than 15 days after transfer of title. Said application for a new Housing Permit shall be compliant with the applicable rules set forth in this Chapter and issuance of a new Housing Permit shall be further conditioned upon inspection of the premises by the Property Maintenance Division and a determination of compliance of the premises with the applicable requirements of the City of Reading Codified Ordinances.
3. Any owner of a housing unit governed by this Part who relocates or changes mailing address shall file written notice of the same with the Berks County Assessment Office and the City of Reading Property Maintenance Division within ten (10) days of such relocation or change in mailing address. Failure to provide such notice shall result in the imposition of a \$150 penalty, which shall be payable within 15 days from the date of imposition.
4. The failure of a new owner to make timely application for a new Housing Permit as provided hereinabove shall render the property an illegal unit subject to the processes and penalties contained in §11-113, Failure to Obtain Housing Permit.

§308-109. Inspection.

1. Initial Inspection.

- A. If an initial application inspection is required pursuant to the provisions of this Chapter upon receipt of a fully completed application for a Housing Permit and receipt of payment of the applicable fee the Property Maintenance Division shall within 10 days of said receipt schedule an exterior and interior inspection of the dwelling unit or rooming unit to be performed no later than 30 days from said receipt to determine if the dwelling unit or rooming unit is compliant with the applicable City of Reading Codes and Codified Ordinances. If the City inspector performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the inspector shall so advise the owner and report the same in writing to the City of Reading Property Maintenance Division. Upon receipt of such written report of compliance and a determination that all other requirements have been met the Property Maintenance Division shall issue the Housing Permit.
- B. In the event the City's inspector determines that the dwelling unit or rooming unit is in violation of one or more of the applicable provisions of the City of Reading Codes and Codified Ordinances, the Property Maintenance Division shall be instructed not to issue the Housing Permit. Additionally, the City Official shall issue a notice of violation as provided in the appropriate Code. Further, if the violation is not corrected within the time frame established on the notice of violation the City Official shall commence the appropriate legal proceedings as permitted by the applicable Code. The owner shall notify the Property Maintenance Division of correction, remediation and/or abatement of the violation. Within 10 days of receipt of said notification from the owner, the Property Maintenance Division shall schedule a re-inspection

of the dwelling unit or rooming unit to determine if the violations set forth in the notice of violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Property Maintenance Division and in so doing authorize issuance of the Housing Permit. Occupancy of the dwelling unit or rooming unit is prohibited until a Housing Permit is issued.

2. **Renewal Inspections**

- A. An inspection of a rental unit as defined in this Chapter shall be performed by Property Maintenance Division if necessitated by reported changes to a rental unit on the Annual ~~Rental~~ Housing Permit Renewal form or, in the absence of reported changes, on a revolving basis not less than every 2 years nor more than 5 years from the date of last inspection pursuant to the City of Reading Housing Property Inspection Program.
- B. If the Property Maintenance Division Official performing the inspection determines that the dwelling unit or rooming unit complies with the applicable City of Reading Codes and Codified Ordinances, the Official shall so advise the owner, make the appropriate entry in the official records for the said property maintained by the Property Maintenance Division and issue an official certificate of compliance.
- C. In the event the Property Maintenance Division Official performing the inspection determines that the dwelling unit or rooming unit is in violation of the applicable City of Reading Codes and Codified Ordinances, the Property Maintenance Division shall withhold the renewal of the Housing Permit until the violations are corrected and the property is determined to be in compliance with the applicable Codes and Codified Ordinances. In addition, the City Official shall issue a Notice of Violation as provided for in the applicable provision of the Code and Codified Ordinances. Failure of the property owner to correct the specified violations within the time frame established on the Notice of Violation shall result in the revocation of the Housing Permit and an authorized City Official shall commence the appropriate legal proceedings to enforce the applicable Code and Codified Ordinances including but not limited to action to vacate the dwelling unit or rooming unit as operation thereof is prohibited without a valid Housing Permit. Nothing herein shall prevent the City from taking any other action authorized by §11-122 of this Chapter. In the event the property is vacated as a result of an order from the City Official it shall remain vacated until the Codes Official determines that the violations have remedied, corrected and/or abated. The owner shall notify the Property Maintenance Division of correction, remediation and/or abatement of the violation. Within 10 days of receipt of said notification from the owner, the Property Maintenance Division shall schedule a re-inspection of the dwelling unit or rooming unit to determine if the violations set forth in the notice of violation have been remedied, corrected and/or abated. If the Codes Official determines that the violations have been remedied, corrected and/or abated in accordance with the applicable City of Reading Codes and Codified Ordinances, the Code Official shall so advise the owner and Property Maintenance Division and in so doing authorize issuance of the Housing Permit.

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

4. **Complaint Inspections.** Nothing in this Part shall preclude the Property Maintenance Division/Code Official from performing an inspection upon receipt of a complaint of violation of the City

of Reading Codes and Codified Ordinances existing at the dwelling unit or rooming unit. Said inspections shall be in accord with the applicable Codes and Ordinances and regulations and policies established by the City of Reading Property Maintenance Division. A complaint of violation shall include but not be limited to a violation of a City of Reading Code or Ordinance, e.g., Property Maintenance Code [Chapter 5, Part 6] and/or disruptive conduct report.

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

6. **Notice.** All notices scheduling an inspection shall be mailed via regular mail to the owner of record.

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

§308-110. Housing Permit.

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

- A. Name, mailing address and telephone number (business and mobile) of owner.
- B. Number of dwelling units-permitted
- C. Date of last application inspection.
- D. Date of last inspection.
- E. A place for date and initials of Code Official indicating performance of a routine or complaint inspection and whether or not violations were found.
- F. Date of issuance of permit.
- G. Date of required renewal of permit.

H. Printed name of person issuing permit.

§308-111. Posting of the Housing Permit.

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

§308-112. Structural Changes

Any change in the structural condition or integrity of a property shall be reported in writing to the Property Maintenance Division within 7 days of such change. Prior to any change in the structural condition or integrity of a property, the owner shall obtain any necessary permits from the Building and Trades Office.

§308-113 Failure to Obtain Housing Permit

1. **Prohibition.** It shall be unlawful for the owner of any property to fail to obtain a Housing Permit as required in §11-103, Housing Permit Required.

2. **Surcharge.** In the event an authorized City official determines an owner failed to obtain a necessary Housing Permit, a non-compliance surcharge of \$1,000 per unit shall be imposed to the application fee and written notice of non-compliance shall be delivered personally, mailed to the owner by first class/certified mail or email at the last known address, as well as by posting written notice in the form of a placard on the front entrance of the subject property notice. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service upon any executive officer of a corporation shall be a sufficient, but not the exclusive method of service upon the corporation. Service upon any partner of a partnership shall be a sufficient but not the exclusive method of service upon the partnership.

Said notice of non-compliance shall advise the owner of the non-compliance surcharge and the requirement to submit the Housing Permit application within 15 days from the date of the date of mailing and posting. Failure to submit a complete application within the prescribed time shall result in the assessment of a continuing non-compliance surcharge of \$300 per unit per month or portion thereof until such time as a complete application for a required Housing Permit is received by the Property Maintenance Division. The City of Reading may pursue an in personam action (legal proceeding against the person) for the collection of any outstanding surcharges owed.

3. **Review and Hearing.** Upon payment of the fees and surcharges set forth in subsection 2 above, a property owner may make written request to the Director of the Department of Community Development for: (a) review of any fees or surcharges (including the calculation thereof) imposed upon a finding of non-compliance, or (b) for a separate administrative hearing to challenge or dispute a finding of non-compliance and/or the calculation of any fees or surcharges imposed as a result thereof. The Director of the Department of Community Development or his designee shall conduct any requested review of fees and surcharges. In the event an administrative hearing is requested, the request shall be accompanied by a deposit of \$500 as security for the payment of costs in the event findings and calculations by the Property Maintenance Division is affirmed. The administrative hearing shall be conducted by one of the independent hearing officers separately appointed by City Council to conduct hearings for conditional use applications in housing matters. The assignment of an independent hearing officer in response to the request shall be made by the City Clerk. The

property owner will be notified in writing of the administrative hearing date, which shall be within 30 days of the request, and a written statement of findings of facts and conclusions of law shall be issued by the hearing officer within 15 days of said proceeding. The unexcused failure of the owner to appear for said hearing will result in the denial and dismissal of the challenge or dispute. The cost of the administrative hearing shall be borne by the City in the event the findings and calculations by City personnel are not fully affirmed.

§308-114 Owner and Occupant Duties.

1. Owner's Duties.

- A. It shall be the duty of every owner to keep and maintain all rental units in compliance with all applicable codes and provisions of all applicable State laws and regulations and local ordinances, and to keep such property in good and safe condition and to be aware of, and to act to eliminate disruptive conduct in such rental units.
- B. It shall be unlawful for any person or entity to offer, conduct, operate, or cause to be rented any rental unit within the City of Reading without a valid and current Housing Permit.
- C. It shall be the responsibility of every owner to employ policies and manage the dwelling units under his/her control in compliance with the provisions of this Chapter, the City Codes and Codified Ordinances and applicable State laws.

2. Tenant/Occupant Duties

- A. The occupant(s) shall comply with all obligations imposed unto by this Part and by the City of Reading Codified Ordinances including, but not limited to, Chapter 2, Animals, Chapter 3, Bicycles, Chapter 5, Code Enforcement, Part 6, Property Maintenance Code, Chapter 6, Conduct, Chapter 10, Health and Safety, Chapter 15, Motor Vehicles and Traffic, Chapter 20, Solid Waste, and Chapter 21, Streets and Sidewalks, as well as all State laws and regulations.
- B. The occupant(s) shall conduct themselves and require other persons including, but not limited to, guests on the premises and within their rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by people occupying the same.
- C. The occupant(s) shall not engage in, nor tolerate, nor permit others on the premise to cause damage to the rental unit or engage in disruptive conduct, or other violations of this Part, City Codes or applicable State laws.
- D. Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed.

§308-115. Owners Jointly and Severally Responsible.

If any regulated dwelling unit or rooming unit is owned by more than one person, in any form of joint tenancy, as a partnership, corporation or otherwise, each person shall be jointly and severally

responsible for the duties imposed under the terms of this Part and shall be severally subject to prosecution for the violation of this Part.

§308-116 - Fees for Housing Permits, Surcharges and Administrative Fees

1. Fee Schedule

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

2. Waiver of Fees

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

3. Prosecution of Violation

Notwithstanding the above, nothing will prevent the Property Maintenance Division from commencing a summary offense criminal action via the issuance of a non-traffic citation for sections of Chapter 11 in accord with the Pennsylvania Rules of Criminal Procedure in the court of appropriate jurisdiction and the violations shall be deemed a strict liability offense.

4. Collections

All delinquent fees under this part shall be turned over to a Collections Agency and are subject to collection costs.

§308-117. Reserved

§308-118. Official Notices.

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

§308-119. Placarding and Condemnation

The City of Reading Property Maintenance Division is hereby authorized to placard and condemn thereby requiring the immediate vacation, or within the discretion of the Property Maintenance Division, vacation within a specific and reasonable amount of time for vacation of a property that is being rented and for which a Housing Permit has not been obtained or for which an inspection has not

been performed or completed by the Property Maintenance Division as required by Section 109 of this Chapter.

§ 308-120. Appeal

1. Administrative Appeal

a. Except as provided in §11-113, Failure to Obtain Housing Permit, any person who is aggrieved by this Ordinance may appeal to the Director of Community Development or his/her designee by submitting a request for appeal in writing within fifteen (15) calendar days of the date of determination by the Property Maintenance Office.

b. The appeal hearing will be held before the Director of Community Development or his or her designee. The Administrator or his/her designee may uphold the appeal, deny the appeal or may modify the determination by the Property Maintenance Office as he/she sees appropriate.

2. Subsequent Appeals

Any subsequent appeal filed under this Ordinance, including a subsequent appeal to §11-113, Failure to Obtain Housing Permit, shall be filed to the Berks County Court of Common Pleas pursuant to 2 Pa.C.S. §751 and §752.

PART II.

DISRUPTIVE CONDUCT

§308-201. Definitions

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

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

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

§308-202. Disruptive Conduct.

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

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

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

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

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

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

§308-203. Housing Board of Appeals.

1. **Appeals.** The occupant and/or owner may appeal the contents of said Disruptive Conduct Report. Additionally, any person aggrieved by the suspension, nonrenewal, denial or revocation of a Housing Permit may appeal. All appeals must be filed, in writing, with the Administrator of the

Property Maintenance Division, with the appropriate filing fee, as per the City of Reading Fee Schedule, within 10 working days from the date of receipt of the disruptive conduct report or notice of suspension, nonrenewal, denial or revocation of a Housing Permit.

2. **Organization.**

- A. **Membership.** The Housing Board of Appeals shall be a body of seven members consisting of: the Managing Director or his/her designee who shall serve as Chairperson; a Councilperson, Administrator of the Property Maintenance Division or their designee; the Chief of Police or his/her designee; an owner of a rental unit(s) in Reading; an occupant of a rental unit residing in the City of Reading; and a member of a community group recognized by the City of Reading.
- B. **Alternates.** There shall be three alternate members: an owner, an occupant of a rental unit residing in the City of Reading and a member of a community group recognized by the City of Reading.
- C. **Appointment.** All members of the Board shall be appointed by the Mayor with the advice and consent of the Council of the City of Reading, with the exception of the Council Member, who shall be appointed by the Council President.
- D. **Term.** A member or alternate member shall serve a term of not more than 3 years from the time of appointment or reappointment or until his/her successor shall take office. Members and alternates of the initial board shall be appointed to staggered terms of 1, 2 and 3 years.
- E. **Powers of Designee and Alternates.** Designees and alternate members may be requested to attend meetings in absence of a regular member and shall have all the powers of a regular member at such meetings.
- F. **Oaths and Subpoenas.** The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by the parties.
- G. **Quorum and Majority Vote.** Four members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.
- H. **Removal of Members.** Any member may be removed for misconduct or neglect of duty or for other just cause by a majority vote of Council taken after the member has received 15 days advance notice of the intent to take such vote. Failure of a member to attend three consecutive regular meetings of the Board will constitute grounds for immediate removal from the Board by City Council. Failure of a member to attend at least 50% of the regular meetings of the Board in a calendar year will constitute grounds for immediate removal from the Board by City Council. The Chairperson of the Board shall inform the City Clerk in writing when a member has failed to comply with this attendance policy. Following such notification, City Council may vote to remove the member and seek applicants to fill the vacant position.

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

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

- B. **Hear and Decide Appeals.** To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the police officer or public officer in the enforcement of the provisions of this Part.
- C. **Grant Modification or Variance.** To modify any notice of violation or order and to authorize a variance from the terms of this code when because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code.
- D. **Grant Extension of Time.** To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code [Chapter 5, Part 6] and other applicable sections of the City of Reading Codified Ordinances of any order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period.
- E. **Timeliness.** In exercising the above-mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall file its decision within 15 working days after the appeal hearing.
- F. **Oaths and Subpoenas.** The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by parties.
- G. **Authority.** The Board may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as justice would require, and, to that end, shall have all the powers of the police officer or public officer; provided, however, that the Housing Board of Appeals, in its determination, shall be bound by this Part and shall not ignore the clear provisions and intent of this Part.

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

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

§308-204. Appeal to Court of Common Pleas.

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

§308-205. Share Information.

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

§308-206. Compliance with Other City of Reading Ordinances

Every owner of every dwelling, in addition to the provisions set forth herein, shall comply with the provisions (sections) of all other applicable City Ordinances including, but not limited to, the International/City of Reading Building Code [Chapter 5, Part 1B], Existing Building Code [Chapter 5, Part 1C], Plumbing Code [Chapter 5, Part 2], Mechanical Code [Chapter 5, Part 5], Electrical Code [Chapter 5, Part 4], Fire Code [Chapter 5, Part 3], and Residential Code [Chapter 5, Part 8], Property Maintenance Code [Chapter 5, Part 6], Solid Waste and Recycling Ordinance [Chapter 20, Part 1], Health Code [Chapter 10, Part 1], and Zoning Ordinances [Chapter 27].

PART III

VANCAT PROPERTY REGISTRATION

§308-301. DEFINITIONS.

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

ABANDONED REAL PROPERTY - any real property located in the City, whether vacant or occupied, that is in default on a mortgage, has had a lis pendens filed against it by the Lender holding a mortgage on the property, is subject to an ongoing foreclosure action by the Lender, is subject to an application for a tax deed or pending tax assessors lien sale, or has been transferred to the Lender under a deed in lieu of foreclosure. The designation of a property as "abandoned" shall remain in place until such time as the property is sold or transferred to a new owner, the foreclosure action has been dismissed and any default on the mortgage has been cured.

ACCESSIBLE PROPERTY/ STRUCTURE - a property that is accessible through a compromised/breached gate, fence, wall, etc. or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

APPLICABLE CODES - to include, but not be limited to, the City's Codified Ordinances ("City Code") and the Pennsylvania Building Code.

BLIGHTED PROPERTY – includes but is not limited to:

- 1) Properties that have broken or severely damaged windows, doors, walls, or roofs which create hazardous conditions and encourage trespassing; or
- 2) Properties whose maintenance is not in conformance with the maintenance of other neighboring properties causing a decrease in value of the neighboring properties; or
- 3) Properties cited for a public nuisance pursuant to the City Code; or
- 4) Properties that endanger the public's health, safety, or welfare because the properties or improvements thereon are dilapidated, deteriorated, or violate minimum health and safety standards or lacks maintenance as required by the City and Zoning Codes.

ENFORCEMENT OFFICER - any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector or building inspector, or other person authorized by the City to enforce the applicable code(s).

OWNER - any person, legal entity or other party having any ownership interest whether legal or equitable, in real property. This term shall also apply to any person, legal entity or agent responsible for the construction, maintenance or operation of the property involved.

PROPERTY MANAGEMENT COMPANY - a local property manager, property maintenance company or similar entity responsible for the maintenance of abandoned real property.

Vacant - any building or structure that is not legally occupied.

§308-302. ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of this Part, the City or designee shall establish a registry cataloging each Abandoned Property within the City, containing the information required within.

§308-303. REGISTRATION OF ABANDONED REAL PROPERTY

- (a) Any mortgagee who holds a mortgage on real property located within the City of Reading shall perform an inspection of the property to determine vacancy or occupancy, upon default by the mortgagor. The mortgagee shall, within ten (10) days of the inspection, register the property with the City's Property Maintenance Division on forms or website access provided by the City, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.
- (b) If the property is occupied but remains in default, it shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time

it is deemed abandoned, the mortgagee shall, within ten (10) days of that inspection, update the property registration to a vacancy status on forms provided by the City.

- (c) Registration pursuant to this section shall contain the name of the mortgagee and the server, the direct mailing address of the mortgagee and the server, a direct contact name and telephone number for both parties, facsimile number and e-mail address for both parties, the folio or tax number, and the name and twenty-four (24) hour contact phone number of the property management company responsible for the security and maintenance of the property.
- (d) A non-refundable annual registration fee shall be assessed as per the City of Reading Fee Schedule and shall accompany the registration form or website registration.
- (e) All registration fees must be paid directly from the Mortgagee, Servicer, Trustee, or Owner. Third Party Registration fees are not allowed without the consent of the City and/or its authorized designee.
- (f) This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.
- (g) Properties subject to this section shall remain under the annual registration requirement, and the inspection, security and maintenance standards of this section as long as they remain vacant or in default.
- (h) Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.
- (i) Failure of the mortgagee and/or owner to properly register or to modify the registration form from time to time to reflect a change of circumstances as required by this Part is a violation of this Part and shall be subject to enforcement.
- (j) Pursuant to any administrative or judicial finding and determination that any property is in violation of this Part, the City may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and bring it into compliance.

§308-303. MAINTENANCE REQUIREMENTS

All abandoned real properties are subject to the requirements contained within the City's Property Maintenance Ordinance.

§308-304. INSPECTIONS FOR VIOLATIONS

Adherence to this article does not relieve any person, legal entity or agent from any other obligations set forth in any applicable code(s), which may apply to the property. Upon sale or transfer of title to the property, the owner shall be responsible for all violations of the applicable code(s) and the owner shall be responsible for meeting with the City's Property Maintenance Division for a Health and Safety Inspection.

§308-305. PENALTIES; SCHEDULE OF CIVIL PENALTIES

Any person who shall violate the provisions of this article may be cited and fined as provided in the City of Reading Fee Schedule.

BILL NO. _____ 2014

AN ORDINANCE

AMENDING CHAPTER 212, FEE SCHEDULE, SECTION 120 PARKS AND RECREATION, OF THE CITY OF READING CODE OF ORDINANCES TO ADD A RENTAL FEE FOR KEFFER PARK FIELD HOUSE

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

SECTION 1. Chapter 212, Section 120 of the City Code Fee Schedule is amended as follows:

Keffer Park Field House (6 hours):

City resident	\$150
City nonprofit	\$150
City schools	\$150
City for-profit/non-resident	\$200
Deposit	Equal to rental fee

Keffer Park Field House (additional hours over 6):

City resident	\$25 per hour
City nonprofit	\$25 per hour
City schools	\$25 per hour
City for-profit/non-resident	\$25 per hour
Deposit	Equal to rental fee

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

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

SECTION 4. This Ordinance shall be effective ten (10) days after adoption pursuant to City of Reading Home Rule Charter Article II Section 219.

Adopted _____, 2014

Council President

Attest:

City Clerk

BILL ____-2014
AN ORDINANCE

AN ORDINANCE AMENDING BILL 67-2013 TO CHANGE PENALTY AND INTEREST AND THE DATE THE PER CAPITA TAX SHALL BE PAYABLE.

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

SECTION 1. The Home Rule Per Capita Tax shall be payable on July 1 of each year.

SECTION 2. **Discount, Penalty and Interest.** If said tax is paid by the taxpayer during the first two (2) months of the due date for said taxpayer, the taxpayer shall be allowed a discount of 2%. During the subsequent two (2) months the flat rate shall apply. If payment is made after the 4th month of the due date, the taxpayer shall be charged a penalty of 10% plus interest at the rate of 1% per month computed from the beginning of the 5th month following the due date.

SECTION 3. 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 _____, 2014

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: _____

RESOLUTION NO. _____

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

That Carissa Johnson is appointed to the Reading Diversity Board with a term ending April 14, 2017

Adopted by Council _____, 2014

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
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:

That Alan Shuman is reappointed to the Downtown Improvement District
Authority with a term ending January 1, 2019.

Adopted by Council_____, 2014

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk