



# **CITY COUNCIL**

## **Meeting Agenda**

**REGULAR MEETING**  
**24, 2014**

**MONDAY, MARCH**

**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](http://www.ReadingPa.gov), under Info and Downloads/Meetings and Agenda. All electronic recording devices must be located behind the podium area in Council Chambers and located at the entry door in all other meeting rooms and offices, as per Bill No. 27-2012.*

### **1. OPENING MATTERS**

#### **A. CALL TO ORDER**

**B. INVOCATION:** Rev. Efrain Ortiz, St. Paul's Church of God

#### **C. PLEDGE OF ALLEGIANCE**

#### **D. ROLL CALL**

### **2. PROCLAMATIONS AND PRESENTATIONS**

- Council Commendation recognizing Greek Independence

### **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 10, 2014

**B. AGENDA:** Regular Meeting of March 24, 2014

#### **5. Consent Agenda Legislation**

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

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

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

**E. Resolution** – 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**)

#### **6. ADMINISTRATIVE REPORT**

#### **7. REPORT FROM OFFICE OF THE AUDITOR**

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

#### **9. ORDINANCES FOR FINAL PASSAGE**

**Request from the Administration to table the following:**

**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***

**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***

**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***

**Ordinance** – 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***

None

## **10. INTRODUCTION OF NEW ORDINANCES**

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

**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 3<sup>rd</sup>***

**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 3<sup>rd</sup>**

**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)**

## **11. RESOLUTIONS**

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

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

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

## **12. PUBLIC COMMENT – GENERAL MATTERS**

*Please see public speaking rules on first page*

## **13. COUNCIL BUSINESS / COMMENTS**

## **14. COUNCIL MEETING SCHEDULE**

### **Monday, March 24**

*Committee of the Whole – Council Office – 5 pm*

*Regular Meeting – Council Chambers – 7 pm*

### **Tuesday, April 1**

*Public Hearing re Rezoning of 15 Prospect Street – Council Chambers – 5 pm*

### **Monday, April 7**

*Nominations & Appointments Committee – Council Office – 5 pm*

*Strategic Planning Committee – Council Office – 6 pm*

### **Monday, April 14**

*Committee of the Whole – Council Office – 5 pm*

*Regular Meeting – Council Chambers – 7 pm*

## **15. BAC AND COMMUNITY GROUP MEETING SCHEDULE**

### **Monday, March 24**

*DID Authority – 645 Penn St 5<sup>th</sup> Floor – noon*

### **Tuesday, March 25**

*Environmental Advisory Council – Public Works Conference Room – noon*

*Housing Authority Workshop – WC Building – 4 pm*

*Housing Authority – WC Building – 5 pm*

*Planning Commission – Penn Room – 7 pm*

*Penn’s Commons Neighborhood Group – Penn’s Commons Meeting Room – 7 pm*

### **Wednesday, March 26**

*Parking Authority – Parking Authority Office – 5:30 pm*

*Stadium Commission – Stadium RBI room – 7:30 pm*

**Thursday, March 27**

Water Authority – Water Authority Office – 4 pm

**Monday, March 31**

District 7 Crime Watch – Holy Spirit Church – 7 pm

**Tuesday, April 1**

Board of Health – Penn Room – 4 pm

Charter Board – Penn Room – 7 pm

**Wednesday, April 2**

Reading Elderly Housing Crime Watch – Front & Washington Sts – 2:30 pm

District 2 Crime Watch – St Paul’s Lutheran Church – 6:30 pm

**Thursday, April 3**

Police Civil Service Board – Penn Room – noon

Glenside Community Council – Christ Lutheran Church – 6:30 pm

District 3 Crime Watch – Calvary Baptist Church – 7 pm

**Monday, April 7**

Shade Tree Commission – Public Works Building – 6 pm

**Tuesday, April 8**

Water Authority Workshop – Water Authority Office – 4 pm

District 11 Crime Watch – Orthodox Presbyterian Church – 7 pm

**Wednesday, April 9**

Zoning Hearing Board – Penn Room – 5:30 pm

Human Relations Commission – Human Relations Commission Office – 6 pm

Center City Community Organization – Holy Cross Church – 6 pm

**Thursday, April 10**

Police Pension Board – Penn Room – 10 am

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

**Sunday, April 13**

College Heights Community Council – Nativity Lutheran Church – 7 pm

**Monday, April 14**

Fire Civil Service Board – Penn Room – 4 pm

6<sup>th</sup> & Amity Neighborhood & Playground Assn – 6<sup>th</sup> & Amity Fieldhouse – 6:30 pm

**City of Reading City Council  
Regular Business Meeting  
Monday, March 10, 2014**

Council President Francis Acosta called the meeting to order.

The invocation was given by Councilor Daubert.

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

City Auditor D. Cituk

City Solicitor C. Younger

City Clerk L. Kelleher

Managing Director C. Snyder

Mayor V. Spencer

**PROCLAMATIONS AND PRESENTATIONS**

Council Commendation recognizing Raylon Corp, accepted by Howard Hafetz.

**PUBLIC COMMENT**

Council President Acosta stated that there was no one registered to address Council this evening. 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 and the minutes from the February 24<sup>th</sup> Regular Meeting of Council.

**Councilor Marmarou moved, seconded by Councilor Sterner, to approve the minutes from the February 24<sup>th</sup> Regular Meeting of Council and the agenda, including the legislation listed under the Consent Agenda heading. The motion was approved unanimously.**

## Consent Agenda

**A. Award of Contract** - for the Keffer Park Playground Project to Purcell Construction, Denver, PA for total price of \$167,500.00. **(Purchasing Mgr)**

**B. Resolution 31-2014** – authorizing the disposition of Contracts dated 1973-2000 in theCity  
Clerk's Office **(Council Staff)**

## ADMINISTRATIVE REPORT

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

- The EMS Deputy Chief purchased two refurbished ambulances, saving the City approximately \$165K
- The protective gear purchased with the FEMA grant was recently received
- Crime was down over the past two months; however car accidents caused by snow and ice were increased

## AUDITOR'S REPORT

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

- Update on 2013 Unemployment Compensation
- Collection of the 2014 Liquid Fuels money

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

None.

## ORDINANCES FOR FINAL PASSAGE

### Request from the Administration to table the following:

**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***

**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***

**A. Bill No. 20-2014** – amending City Code Section 496, Part 2 by creating a curbside waste collection program **(Law)** ***Introduced at the Feb 10 regular meeting; Tabled at the Feb 24 regular meeting; Advertised 3-3-14***

**Councilor Marmarou moved, seconded by Councilor Reed, to enact Bill No. 20-2014.**

Councilor Goodman-Hinnershitz expressed her belief in the reasonable cost for this program. She explained that the “catch up” billing will begin in April/May and the cost for the program will decrease in January 2015. She noted the need for the Administration to use all available avenues to educate the public.

Council President Acosta stated that he will not support this ordinance as it does not properly address the problem and protect the City from future lawsuits.

**Bill No. 20-2014 was enacted by the following vote:**

**Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Sterner - 4**

**Nays: Reed, Acosta, President - 2**

**B. Bill No. 21-2014** – amending City Code Chapter 212 by creating a curbside waste collection fee **(Law)** ***Introduced at the Feb 10 regular meeting; Tabled at the Feb 24 regular meeting; Advertised 3-3-14***

**Councilor Marmarou moved, seconded by Councilor Reed, to enact Bill No. 21-2014.**

**Bill No. 21-2014 was enacted by the following vote:**

**Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Sterner - 4**

**Nays: Reed, Acosta, President - 2**

**C. Bill No. 22-2014** – consolidating the telecom expenses in the amount of \$240,000 by transferring this amount from the Public Works budget to the telecom account within the IT Division budget. **(Adm Services)** ***Introduced at the Feb 24 regular meeting***

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to enact Bill No. 22-2014.

Bill No. 22-2014 was enacted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Acosta,  
President - 6

Nays: None - 0

**D. Bill No. 23-2014** – authorizing the transfer of no more than \$500,000 from the General Fund (Fund 01) to the Department of Community Development (Fund 32), pending the receipt of Federal Funds for the 2014 program year **(Bus Analyst) Introduced at the Feb 24 regular meeting**

Councilor Reed moved, seconded by Councilor Daubert, to enact Bill No. 23-2014.

Bill No. 23-2014 was enacted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Acosta,  
President - 6

Nays: None - 0

## INTRODUCTION OF NEW ORDINANCES

The following ordinance was read into the record:

**A. Ordinance** – 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**

## RESOLUTIONS

**A. Resolution 32-2014** – appointing Francis Acosta as the Council representative to the Diversity Board **(Council)**

**B. Resolution 33-2014** – appointing Chris Daubert as the District 1 Council representative to the Local Redevelopment Authority **(Council)**

**C. Resolution 34-2014** – reappointing Francis Acosta and Donna Reed as the Council representatives to the Reading Area Transportation Study Coordinating Committee **(Council)**

**D. Resolution 35-2014** – appointing Marcia Goodman-Hinnershitz as the Council representative to the Berks County Criminal Justice Advisory Board **(Council)**

**E. Resolution 36-2014** – reappointing Marcia Goodman-Hinnershitz as the Council representative to the Berks Community Action Program Board **(Council)**

**F. Resolution 37-2014** – reappointing Marcia Goodman-Hinnershitz as the Council representative to the Housing Board of Appeals **(Council)**

**Councilor Marmarou moved, seconded by Councilor Reed, to adopt Resolution Nos.32 and 37-2014.**

Councilor Marmarou made remarks concerning the skills and abilities of these appointees.

**Resolution Nos. 32-37-2014 were adopted by the following vote:**

**Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Acosta,  
President - 6  
Nays: None - 0**

**G. Resolution 38-2014** –appointing Ernest Schlegel to the Water Authority **(Nominations)**

**H. Resolution 39-2014** –appointing Gery Fisher to the Water Authority **(Nominations)**

**Councilor Marmarou moved, seconded by Councilor Daubert, to adopt Resolution Nos. 38 and 39-2014.**

Council President Acosta explained the method used to nominate these two appointees.

Councilor Marmarou made remarks concerning the skills and abilities of these appointees.

**Resolution Nos. 38-39-2014 were adopted by the following vote:**

**Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Acosta,  
President - 6  
Nays: None - 0**

## **COUNCIL COMMENT**

Councilor Marmarou described the recent garage vandalism in the 1400-1500 blocks of Linden Street. He stressed the need for residents to report suspicious behavior to the police.

Councilor Sterner announced the Outlet Area Neighborhood meeting on Thursday, March 13<sup>th</sup> at 6:30 pm at St Mark's Lutheran Church, located at North 10<sup>th</sup> and Windsor Streets.

Councilor Daubert stated that he has received complaints about large tractor trailer trucks parking in a South 2<sup>nd</sup> Street neighborhood. He asked the mayor to make the police department aware of this issue.

Councilor Reed stated that the recent melting of snow and ice in the parking lanes has soothed some parking issues in neighborhoods and asked all to avoid double parking at area schools.

Council President Acosta noted the large amount of misinformation being circulated about the recent executive discussions on the Water Authority lease. He stated that when the issue is no longer a legal issue it will be well explained to the public.

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

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



# AGENDA MEMO

## POLICE DEPARTMENT

**TO:** City Council  
**FROM:** Chief William M. Heim  
**PREPARED BY:** Chief William M. Heim  
**MEETING DATE:** March 24, 2014  
**AGENDA MEMO DATE:** March 17, 2014  
**REQUESTED ACTION:** Authorize the Promotion of one Sergeant to Lieutenant and one Patrol Officer to Sergeant

### **RECOMMENDATION**

The Mayor and Police Chief recommend the promotion of the following officers:

Sergeant Richard A. Tornielli, date of employment January 16, 2001, to the rank of Lieutenant  
Officer Eric S. Suydam, date of employment January 21, 2002, to the rank of Sergeant

### **BACKGROUND**

There is currently a vacancy for Lieutenant and promoting a Lieutenant creates a vacancy for Sergeant. Officer Eric Suydam and Sergeant Richard Tornielli took the written and oral examinations for these respective positions and are among the top three candidates on the current certified list. The Police Chief has reviewed their performance, dependability, and conduct and the Mayor and Police Chief recommend them for promotion.

### **BUDGETARY IMPACT**

None. This funded position has a current vacancy.

### **PREVIOUS ACTIONS**

None

### **SUBSEQUENT ACTION**

Council to take action to approve a resolution to authorize the promotion

of Officer Eric Suydam to the rank of Sergeant and Sergeant Richard A. Tornielli to the rank of Lieutenant.

**RECOMMENDED BY**

The Mayor and Police Chief recommend approval.

**RECOMMENDED MOTION**

**Approve/deny the resolution authorizing the promotion of Eric S. Suydam to the rank of Sergeant and Richard A. Tornielli to the rank of Lieutenant effective March 31, 2014.**

R E S O L U T I O N N O. \_\_\_\_\_ 2014

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

**Authorizing the promotion of Officer Eric S. Suydam to the rank of Sergeant effective March 31, 2014.**

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. \_\_\_\_\_ 2014

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS

FOLLOWS:

**Authorizing the promotion of Sergeant Richard A. Tornielli to the rank of Lieutenant effective March 31, 2014.**

*Adopted by Council \_\_\_\_\_, 2014*

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Francis G. Acosta  
President of Council

Attest:

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Linda A. Kelleher  
City Clerk

**RESOLUTION NO. \_\_\_\_\_ 2014**

**DISPOSITION OF LAW DEPARTMENT BANKRUPTCY FILES AND HUMAN RESOURCES CLOSED LITIGATION FILES**

WHEREAS, by virtue of Resolution 120-2006, adopted December 1, 2006, the City of Reading declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993, and;

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

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

In accordance with City of Reading Records Retention Policy and Document Retention Schedule, hereby authorizes the disposition of the following records:

- Law Department 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

Adopted by Council on \_\_\_\_\_, 2014

\_\_\_\_\_  
Council President

Attest:

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

**TO:** City Council  
**FROM:** Ralph Johnson, Acting Director of Public Works  
**PREPARED BY:** Cindy DeGroote, Grants Coordinator  
**MEETING DATE:** March 24, 2014  
**AGENDA MEMO DATE:** March 19, 2014  
**REQUESTED ACTION:** Council approve a resolution to authorize the Mayor to sign and submit a Pennsylvania Department of Conservation and Natural Resources Community Conservation Partnerships Program Grant Application for the Pendora Park Playground Rehabilitation Project

### **RECOMMENDATION**

The Administration recommends Council approve a resolution authorizing the Mayor to sign and submit a Community Conservation Partnerships Program Grant application to request funding (\$125,000) of the total project cost (\$250,000) for the rehabilitation of the Pendora Park Playground.

### **BACKGROUND**

The State Department of Conservation and Natural Resources' Community Conservation Partnerships Program (an umbrella term used for DCNR grant programs of which now includes the grant program originally known as Keystone) provide grant funds to meet recreation, park and conservation needs in neighborhoods, communities and regions while fostering and maintaining partnerships within the aforementioned neighborhoods, communities, and regions. The City intends to rehabilitate Pendora Park Playground. The rehabilitation will include the upgrade of the water feature, play apparatus and safety surfacing, site furnishings, landscaping, meeting ADA accessibility requirements, and retaining design services for the site work. The need for the rehabilitation of this site has been identified as a priority in the City's Ten Year Park, Recreation and Open Space Plan (adopted May 2002). The required (\$125,000) local match of the total project cost (\$125,000) will be applied to through the Community Development Block Grant Program funds.

### **BUDGETARY IMPACT**

None

**PREVIOUS ACTION**

None

**SUBSEQUENT ACTION**

None

**REVIEWED BY**

Acting Director of Public Works, Managing Director and Mayor

**RECOMMENDED MOTION**

Approve/Deny the resolution to authorize the Mayor to sign and submit a Community Conservation Partnerships Program Grant application for the rehabilitation of Pendorf Park Playground.

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND SUBMIT AN APPLICATION FOR A PA DCNR COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM GRANT FOR A PHASE II REHABILITATION PROJECT AT THE PENDORA PARK PLAYGROUND.

WHEREAS, the Community Conservation Partnerships Grants Program, under the Commonwealth of Pennsylvania, Department of Conservation and Natural Resources, provides grant funds to meet recreation, park and conservation needs in neighborhoods, communities and regions while fostering and maintaining relationships within the aforementioned neighborhoods, communities, and regions; and

WHEREAS, the City of Reading desires to rehabilitate a public recreational facility, the Pendorf Park Playground. The need for the renovation of this site is identified as a priority in the City's Ten Year Park, Recreation and Open Space Plan (adopted 5/02).

WHEREAS, THE City of Reading is requesting \$125,000.00 of the total project cost of \$250,000.00 through the DCNR Community Conservation Partnerships Program Grant funds; and

WHEREAS, the local share of funding, \$125,000.00, will be available through the Community Development Block Grant Program funding; and

WHEREAS, the City of Reading acknowledges the responsibility to annually budget funds for maintenance and operation of the project facilities.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING that it agrees to comply with the requirements of the Community Conservation Partnerships Program Grant and the Department of Conservation and

Natural Resources for the purpose of obtaining grant funds to further rehabilitate the Pendra Park Playground.

ADOPTED BY COUNCIL \_\_\_\_\_, 2014

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
CITY CLERK

**BILL NO. \_\_\_\_\_-2013**

**A N O R D I N A N C E**

**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).**

**WHEREAS**, the City of Reading is the legal owner of certain real property situate on the South side of Walnut Street, Reading, Berks County, Pennsylvania, with tax parcel # 531702762194; and

**WHEREAS**, UGI Utilities, Inc., desires to locate a certain regulator station upon said premises; and

**WHEREAS**, the City of Reading is willing to grant to UGI Utilities, Inc., a perpetual easement on said parcel for such purpose.

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

**SECTION 1.** The Mayor is authorized to execute an Easement (attached hereto) to convey unto the UGI Utilities, Inc., a non-exclusive, perpetual easement in gross easement upon that portion of premises known and designated as Tax Parcel # 531702762194, as shown on Plan of Ludgate Engineering, Inc., dated February 11, 2013 (also 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 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.

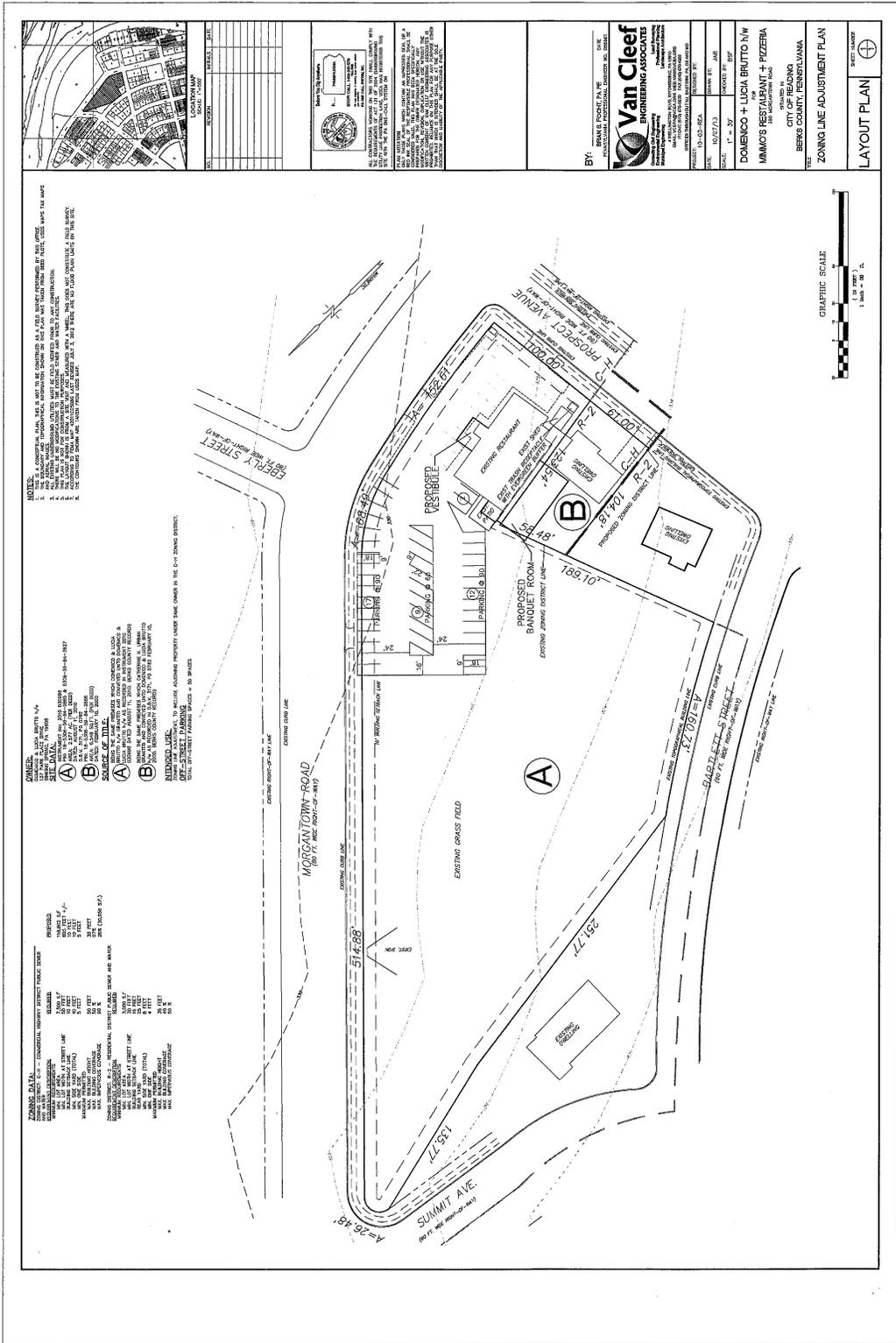
SECTION 6. This Ordinance shall become effective ten (10) days after its enactment by City Council.

ENACTED this \_\_ day of \_\_\_\_\_, 2014.

CITY OF READING, Berks County,  
Pennsylvania

By: \_\_\_\_\_  
President of Council

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



**NOTES:**

1. THE ZONING AND PLANNING DEPARTMENT HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING MAPS AND MAPS.
2. THE ZONING AND PLANNING DEPARTMENT HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING MAPS AND MAPS.
3. THE ZONING AND PLANNING DEPARTMENT HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING MAPS AND MAPS.
4. THE ZONING AND PLANNING DEPARTMENT HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING MAPS AND MAPS.
5. THE ZONING AND PLANNING DEPARTMENT HAS REVIEWED THE PROPOSED DEVELOPMENT AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING MAPS AND MAPS.

**CONTRACTOR:**  
 MIMO'S RESTAURANT & PIZZERIA  
 1000 S. 10TH ST. SUITE 100  
 DENVER, CO 80202  
 PHONE: 303-733-1111  
 FAX: 303-733-1112  
 WWW.MIMOSRESTAURANT.COM

**ARCHITECT:**  
 DOMENICO + LUCIA BRUTTO P/A  
 1000 S. 10TH ST. SUITE 100  
 DENVER, CO 80202  
 PHONE: 303-733-1111  
 FAX: 303-733-1112  
 WWW.DLBARCHITECTS.COM

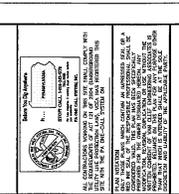
**ENGINEER:**  
 VAN CLEEF ENGINEERING ASSOCIATES  
 1000 S. 10TH ST. SUITE 100  
 DENVER, CO 80202  
 PHONE: 303-733-1111  
 FAX: 303-733-1112  
 WWW.VANCLEEFENGINEERING.COM

**ZONING DATA:**  
 ZONING CODE: R-2  
 ZONING DISTRICT: R-2  
 ZONING MAP: 1000 S. 10TH ST. SUITE 100  
 ZONING DISTRICT: R-2  
 ZONING MAP: 1000 S. 10TH ST. SUITE 100

**PERMITS:**  
 PERMIT NO. 1000 S. 10TH ST. SUITE 100  
 PERMIT NO. 1000 S. 10TH ST. SUITE 100

**REMARKS:**  
 1. THE ZONING AND PLANNING DEPARTMENT HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING MAPS AND MAPS.

**BY:** DENVER CITY ENGINEER  
**DATE:** 10/27/23  
**SCALE:** 1" = 30'  
**PROJECT NO.:** 1000 S. 10TH ST. SUITE 100  
**PROJECT NAME:** MIMO'S RESTAURANT & PIZZERIA  
**CITY:** DENVER  
**COUNTY:** DENVER  
**STATE:** COLORADO



**Van Cleef**  
 ENGINEERING ASSOCIATES  
 INC.  
 1000 S. 10TH ST. SUITE 100  
 DENVER, CO 80202  
 PHONE: 303-733-1111  
 FAX: 303-733-1112  
 WWW.VANCLEEFENGINEERING.COM

**DOMENICO + LUCIA BRUTTO P/A**  
 ARCHITECTS  
 1000 S. 10TH ST. SUITE 100  
 DENVER, CO 80202  
 PHONE: 303-733-1111  
 FAX: 303-733-1112  
 WWW.DLBARCHITECTS.COM

**CONTRACTOR:**  
 MIMO'S RESTAURANT & PIZZERIA  
 1000 S. 10TH ST. SUITE 100  
 DENVER, CO 80202  
 PHONE: 303-733-1111  
 FAX: 303-733-1112  
 WWW.MIMOSRESTAURANT.COM

**BY:** DENVER CITY ENGINEER  
**DATE:** 10/27/23  
**SCALE:** 1" = 30'  
**PROJECT NO.:** 1000 S. 10TH ST. SUITE 100  
**PROJECT NAME:** MIMO'S RESTAURANT & PIZZERIA  
**CITY:** DENVER  
**COUNTY:** DENVER  
**STATE:** COLORADO

**LAYOUT PLAN**

**ZONING LINE ADJUSTMENT PLAN**

**GRAPHIC SCALE**  
 1" = 30'  
 1 inch = 30 ft.

**PROJECT NO.:** 1000 S. 10TH ST. SUITE 100

**PROJECT NAME:** MIMO'S RESTAURANT & PIZZERIA

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

[close](#)[map](#)



CITY OF READING,  
PENNSYLVANIA  
M E M O R A N D U M

---

**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 \$75, 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 mails 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 a fore mentioned 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 quite 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 creates 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 it 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*. 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 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~~ 15 working days of the date *the finding is issued* ~~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.

E. 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.

F. 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*, 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 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.

F.

### § 308-133. 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 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 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 shall ~~not hold automatically~~ stay enforcement of the Board's decision.

**§ 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 2<sup>nd</sup> 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 (30<sup>th</sup>) 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 (4<sup>th</sup>) 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 (4<sup>th</sup>) Extension Term, then upon the expiration of the fourth (4<sup>th</sup>) 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 (75<sup>th</sup>) 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]**

**MORTGAGEE (CORPORATION)**

STATE/Commonwealth of \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of representative) the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of banking institution), a \_\_\_\_\_ on behalf of the bank ( ) who is personally known OR ( ) who produced \_\_\_\_\_ as identification, and in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself/herself as such officer.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**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.

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 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: \_\_\_\_\_

BILL NO. \_\_\_\_\_ 2014

**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~~ **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. 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.**\_\_\_\_\_

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

That Ellen Horan is reappointed to the Main Street Board with a term ending  
December 31, 2016

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 Jarez Barcz is reappointed to the Zoning Hearing Board with a term ending January 1, 2019

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 Tom Fox is reappointed to the Zoning Hearing Board with a term ending  
January 1, 2019

Adopted by Council\_\_\_\_\_, 2014

\_\_\_\_\_  
Francis G. Acosta  
President of Council

Attest:

\_\_\_\_\_  
Linda A. Kelleher  
City Clerk

