



CITY COUNCIL

Meeting Agenda

**REGULAR MEETING
COUNCIL CHAMBERS**

**MONDAY, DEC 8, 2014
7:00 P.M.**

The Regular Meetings of City Council are filmed and can be viewed LIVE while the meeting is taking place or at your convenience at any time after the meeting on the City's website at www.ReadingPa.gov, under Info and Downloads/Meetings and Agenda. All electronic recording devices must be located behind the podium area in Council Chambers and located at the entry door in all other meeting rooms and offices, as per Bill No. 27-2012.

RULES FOR PUBLIC PARTICIPATION AT COUNCIL MEETINGS

The Administrative Code, Section § 5-209 defines public participation at Council meetings.

1. Citizens attending Council meetings are expected to conduct themselves in a responsible and respectful manner that does not disrupt the meeting.
2. Those wishing to have conversations should do so in the hall outside Council Chambers in a low speaking voice.
3. Public comment will occur only during the Public Comment period listed on the agenda at the podium and must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Clapping, calling out, and/or cheering when a speaker finishes his comments is not permitted.
4. Citizens may not approach the Council tables at any time during the meeting.
5. Any person making threats of any type, 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, removed from Council Chambers and/or cited.
6. Failure to abide by these regulations could result in your removal from Council Chambers and/or a citation. These regulations are meant to avoid disruptions at the meeting and they are not meant to interfere with public participation.

1. OPENING MATTERS

A. CALL TO ORDER

B. INVOCATION: Rev. Sandra Fees, First UU Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

The purpose of the Executive Session on Monday, December ____ was related to ____ matters.

2. PROCLAMATIONS AND PRESENTATIONS

- None

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, including applause or cheering, 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 November 24, 2014

B. AGENDA: Regular Meeting of December 8, 2014

5. Consent Agenda Legislation

A. Award of Contract – for the Construction Management Agreement for the WWTP to Whitman, Requardt and Assoc, LLT from Baltimore, MD at \$6,553,520 (Pub. Works) ***To Be Distributed on Monday***

B. Resolution – authorizing an application to the Commonwealth of Pennsylvania through the Office of the Budget to use Redevelopment Assistance Capital funds (RACP) in the amount of up to \$500,000 to assist in the development and construction of Restaurant Row in Entertainment Square, owned and operated by Our City Reading **(RRA)**

C. Resolution – authorizing an application to the Commonwealth of Pennsylvania through the Office of the Budget (“Commonwealth”) to use Redevelopment Assistance Capital funds (RACP) in the amount of up to \$1,500,000 to assist in the development and construction of GoggleWorks II Artist Housing for Our City Reading **(RRA)**

D. Resolution – authorizing the submission of the PennDOT application for the installation of

a traffic signal at South 5th and Bingaman Streets **(Man Dir)**

E. Resolution – authorizing interest bearing bank accounts with Wells Fargo for the City of Reading related to funds in City General Fund (fund 01) and Sewer Fund (fund 54).

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

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

Presentation of Board of Health and Environmental Advisory Council position statements on fluoride in drinking water.

9. ORDINANCES FOR FINAL PASSAGE

Pending – Further Legal Review Required

Bill No. 63-2014 – amending the Code Book, Chapter 600 “Zoning”, Section 600-807 entitled “C-C Commercial Core District” by amending: (1) Subsection B “Allowed Uses” to include public parking garages and parking lots owned/or operated by the City of Reading or the Reading Parking Authority, and to prohibit non-public parking garages and parking lots; and (2) Subsection C “Additional Requirements in the C-C District” to prohibit non-public parking garages or parking lots open to the general public. **(Parking Authority/Council Staff)** *Introduced at the July 28 regular meeting; Public Hearing 8-12-14; Ordinance Advertisement 8-11 and 8-18-2014*

A. Bill No. 84-2014 – authorizing the execution of a settlement agreement to pay the legal charges associated with the water agreement to Stevens and Lee **(Adm Serv. Dir)** *Introduced at the October 27 regular meeting; Tabled at the Nov 10 and Nov 24 regular meeting*

B. Bill No. 97-2014 - amending the City Code Chapter 339 Licenses and Permits, Part 2, Business Privilege License Revocation by making clarifications, as attached in Exhibit A **(Council Staff)** *Ad scheduled for 12-1-14; introduced at the November 24 regular meeting*

C. Bill No. 98-2014 – amending City Code Chapter 212 by adding an appeal fee of \$150 for the refusal of the issuance of a business license and a business license reinstatement fee of \$1,000 **(Council Staff)** *Advertised on 12-1-14; introduced at the November 24 regular meeting*

D. Bill No. 99-2014 – repealing Bill No. 62-2014 and approving the new 4th addendum to the water lease with RAWA **(Council Staff)** *introduced at the November 24 regular meeting*

E. Bill No. 100-2014 – amending the Fee Schedule by increasing the Construction Code Fees, effective January 1, 2015 **(Man Dir)** *Advertised on 12-1-14; introduced at the November 24 regular meeting*

F. Bill No. 101-2014 – amending City Code Chapter 467 Sewers and Sewage Disposal, to allocate the sewer service rental between the sanitary sewer and stormwater sewer **(Pub Works)** *introduced at the November 24 regular meeting*

10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance – creating the Code and License Appeals Board for appeals to the Business License, Property Maintenance, Solid Waste and Housing Codes and to replace the individual boards created in each ordinance **(Council Staff/Law)**

B. Ordinance – authorizing an amendment of the 2014 Budget by transferring a total of \$50,000 from the Contingency Fund to the Law Department Budget line item for Special Counsel Contracted Services (01-12-25-4216) to cover additional legal costs associated with legal service providers. **(Law)**

C. Ordinance – authorizing an amendment of the 2014 Budget by transferring a total of \$360,000 from the Contingency Fund to the Fire Department Budget to be split between Suppression wages and EMS wages. **(Law)**

D. Ordinance – authorizing the installation of a four way stop sign at West Windsor and McKnight Streets **(Man Dir)**

E. Ordinance – authorizing the installation of a four way stop sign at West Greenwich and Tulpehocken Streets **(Man Dir)**

11. RESOLUTIONS

A. Resolution – reappointing Heather Hanna to the Library Board **(Nom & Appts)**

12. PUBLIC COMMENT – GENERAL MATTERS

Please see public speaking rules on second page

13. COUNCIL BUSINESS / COMMENTS

14. COUNCIL MEETING SCHEDULE

Monday, December 8

Committee of the Whole – Council Office – 6 pm

Regular Meeting – Council Chambers – 7 pm

Monday, December 15

Standards of Living Committee – Council Office – 5 pm

Finance & Audit – Council Chambers – 5 pm

Monday, December 22

Committee of the Whole – Council Office – 6 pm

Regular Meeting – Council Chambers – 7 pm

Thursday, December 25

City Hall closed

Thursday, January 1

City Hall closed

Monday, January 5

Nominations and Appointments – Council Office – 4 pm

Conditional Use Hearing re 1537 Perkiomen and 922A Franklin - Council Chambers - 5 pm

Strategic Planning – Council Office – immediately following Condition Use Hearing

Monday, January 5

Conditional Use Hearing re 1411 N 9th St and 231 S 4th St - Council Chambers - 5 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

Monday, December 8

Fire Civil Service Board – Penn Room – 4 pm

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

Tuesday, December 9

District 11 Crime Watch – Orthodox Presbyterian Church – 7 pm

Wednesday, December 10

Water Authority Workshop – Water Authority Office – 4 pm

Zoning Hearing Board – Council Chambers – 5:30 pm

Center City Community Organization – Holy Cross Church – 6 pm

Thursday, December 11

Police Pension Board – Penn Room – 10 am

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

Sunday, December 14

College Heights Community Council – Nativity Lutheran Church – 7 pm

Monday, December 15

Library Board – 113 S 4th St – 4 pm

Tuesday, December 16

HARB – Penn Room – 7 pm

Wednesday, December 17

Redevelopment Authority – Redevelopment Authority Office – 6:30 pm

Thursday, December 18

Blighted Property Review Committee – Council Office – 6 pm

Monday, December 22

DID Authority – 645 Penn St 5th floor - noon

**City of Reading City Council
Regular Meeting November 24, 2014**

Council President Acosta called the meeting to order.

The invocation was given by Pastor Ramon Mendez, First Evangelical Church.

All present pledged to the flag.

ATTENDANCE

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

PROCLAMATIONS AND PRESENTATIONS

Council commendations were presented to the following:

- Recognizing the 75th Anniversary of the Fire Tower, accepted by Mike Reinert.
Booklets on the history of the Fire Tower were distributed.

PUBLIC COMMENT

Council President Acosta stated that there are four (4) citizens registered to address Council on non-agenda matters. He inquired if any Councilor objected to suspending the rule requiring non-agenda comment at the end of the meeting. As no one objected the rule was suspended.

Councilor Daubert read the public speaking rules that were adopted by Council.

Pastor Maria Vializ, of Schuylkill Avenue, was not present.

David Vializ, of Schuylkill Avenue, was not present.

Eddie Moran, of Berks Street, expressed the belief that Reading Parking Authority (RPA) personnel are rude and unfriendly. He described two encounters he had with RPA personnel in the downtown. During the first encounter Mr. Moran was double parked waiting for a parked car to exit a metered parking space and the RPA officer insisted that he drive away rather than wait for the parked car to leave the space. During the second encounter the RPA officer refused to allow him to park at a metered space because the meter was broken. He expressed the belief that people in positions of authority should behave with a respectful attitude. He questioned how the downtown can be revived when officials have a disrespectful attitude.

George Stichter, (did not provide an address as required), apologized for his behavior when he last addressed City Council at a regular meeting. He questioned how the City can continue to hurt the poor. He expressed the belief that the Quality of Life (QoL) program instantly finds a property owner guilty. He stated that he has resided in Reading since he was 15 years old and that he became a landlord in his adult life. He noted the diminished value of his properties and questioned how he can support himself as a landlord in Reading. He expressed the belief that the QoL program was intended only to raise money. He stated that the program does not help the poor.

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 November 3rd Special Meeting and the November 10th Regular Meeting of Council. He noted that the Administration wants to withdraw the Award of Contract listed under the Consent Agenda heading.

Councilor Sterner moved, seconded by Councilor Marmarou, to approve the minutes from the November 3rd Special Meeting and the November 10th Regular Meeting of Council and the agenda, including the legislation listed under the Consent Agenda heading. The motion was approved unanimously.

Consent Agenda

WITHDRAWN A. Award of Contract – for the Construction Management at the WWTP for the Consent Decree (Purchasing Mgr) *To be distributed on Monday* -

B. Resolution No. 125-2014 – disposing Pension office documents through 2008 (**Council Staff**)

C. Resolution No. 126-2014 – setting the salary of the CD Confidential Secretary, at \$40,000.00 per annum, retroactive to January 1, 2014. (**Man Dir**)

ADMINISTRATIVE REPORT

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

- Update on the 5th and Penn Properties
- Receipt of an Excellence Award for the operation and maintenance of the WWTP
- Receipt of a Memorial Public Education Award by Amy Morris Acting Manager of the WWTP
- Submission of an application for the Promise Zone designation

AUDITOR'S REPORT

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

- Update 2014 Admissions Tax
- Update 2014 Real Estate Transfer Tax
- Submission of the Charter required Budget Comments

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

None.

ORDINANCES FOR FINAL PASSAGE

Pending – Further Legal Review Required

Bill No. 63-2014 – amending the Code Book, Chapter 600 “Zoning”, Section 600-807 entitled “C-C Commercial Core District” by amending: (1) Subsection B “Allowed Uses” to include public parking garages and parking lots owned/or operated by the City of Reading or the Reading Parking Authority, and to prohibit non-public parking garages and parking lots; and (2) Subsection C “Additional Requirements in the C-C District” to prohibit non-public parking garages or parking lots open to the general public. **(Parking Authority/Council Staff) Introduced at the July 28 regular meeting; Public Hearing 8-12-14; Ordinance Advertisement 8-11 and 8-18-2014**

A. Bill No. 91-2014 – setting the 2015 Property Tax rate without a change **(Law/Council Staff) Introduced at a Special Mtg on 9-16-14**

Councilor Marmarou moved, seconded by Councilor Goodman-Hinnershitz, to enact Bill No. 91-2014.

Bill No. 91-2014 was enacted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta,
President -7
Nays: - 0

B. Bill No. 92-2014 – setting the 2015 Commuter Tax Rate at 1.3% **(Law/Council Staff)**
Introduced at a Special Mtg on 9-16-14

Councilor Daubert moved, seconded by Councilor Marmarou, to enact Bill No. 92-2014.

The Managing Director explained that at the rate of 1.3%, 1% is paid to municipality where the employee resides and .3% remains with the City. The Commuter Tax is only available to municipalities in Act 47 and municipalities with distressed pension funds.

Bill No. 92-2014 was enacted by the following vote:

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

Nays: - 0

C. Bill No. 93-2014 – establishing the 2015 Position Ordinance **(Law/Council Staff)**
Introduced at a Special Mtg on 9-16-14

Councilor Daubert moved, seconded by Councilor Marmarou, to enact Bill No. 93-2014.

Bill No. 93-2014 was enacted by the following vote:

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

Nays: - 0

D. Bill No. 94-2014 – approving the 2015 General Fund Budget **(Law/Council Staff)**
Introduced at a Special Mtg on 9-16-14

Councilor Daubert moved, seconded by Councilor Marmarou, to enact Bill No. 94-2014.

Councilor Goodman-Hinnershitz commended Council and the administration for working through the long process to review and refine the budget. She stated that she cannot support the budget as it is too dependent on the use of the contingency and other one-time fixes. She stated that many of the new expenditures are not sustainable for future years. She suggested developing a sound plan to move the City forward and to address the City's structural issues.

Councilor Reed expressed the belief that Council and the administration did not make a good faith effort to reduce the City's expenditures. She noted that although the budget will be adopted without tax increases and without expenditure reductions, Council and the administration are really just kicking the can down the road. She stated that the budget uses one time fixes and unsustainable revenue resources. She said that while the process used was sound, more time should have been spent identifying additional reductions. She noted that the majority of the City's annual budget is spent on the Police and Fire budgets along

with legacy costs, pensions and retiree healthcare costs, leaving only \$15M to cover all other services and programs.

Councilor Waltman stated that Council and the administration spent a great deal of time in the budget review process. He noted that this difficult process was made more difficult due to the additional need of reviewing the amendment to the Recovery Plan and merging that plan with the budget.

Bill No. 94-2014 was enacted by the following vote:

Yeas: Daubert, Marmarou, Sterner, Waltman, Acosta, President - 5

Nays: Goodman-Hinnershitz, Reed - 2

E. Bill No. 95-2014 – approving 2015 Capital Budget **(Law/Council Staff) *Introduced at a Special Mtg on 9-16-14***

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to enact Bill No. 95-2014.

Councilor Goodman-Hinnershitz stated that the Capital budget can be amended as the year moves forward.

Council President Acosta noted the need to obtain an update from CPAAM about the fundraising for the museum project and the completion timeline. He suggested a meeting in early January.

Bill No. 95-2014 was enacted by the following vote:

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

Nays: - 0

F. Bill No. 96-2014 – authorizing the execution of a grant of right of way and easement between the City and the Schuylkill River Greenways Association, thereby conveying unto the Schuylkill River Greenways Association a nonexclusive, perpetual access easement upon that portion of premises along the Morgantown Road **(Pub. Works) *Introduced at the November 10 regular meeting***

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to enact Bill No. 96-2014.

The Managing Director explained that this bill is a housekeeping matter. She stated that when this property was purchased by the City, the pre-existing easement was somehow extinguished. This bill reinstates the easement.

Bill No. 96-2014 was enacted by the following vote:

**Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta,
President -7
Nays: - 0**

G. Bill No. 84-2014 – authorizing the execution of a settlement agreement to pay the legal charges associated with the water agreement to Stevens and Lee (Adm Serv. Dir) *Introduced at the October 27 regular meeting; Tabled at the Nov 10 regular meeting*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Daubert, to table Bill No. 84-2014.

Bill No. 84-2014 was tabled by the following vote:

**Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta,
President -7
Nays: - 0**

H. Bill No. 89-2014 – authorizing the execution an Right of Way Grant/ Easement (attached as part of Exhibit “A”) to convey unto the UGI Utilities, Inc. an easement and uninterrupted right of access upon that portion of premises located at 14th & Green Streets, Reading, Berks County, Pennsylvania, as shown on a certain diagram attached as part of Exhibit “A”. (Law/Pub Works) *Introduced at the October 27 regular meeting; Tabled at 11-10-14 Mtg*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to enact Bill No. 89-2014.

Councilor Sterner stated that this project will be in District 3 in the direct vicinity of the Hillside Playground and UGI agreed to contribute \$10,000 for the use of the land and make improvements to the area.

Bill No. 89-2014 was enacted by the following vote:

**Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Sterner, Waltman, Acosta,
President - 6
Nays: Reed - 1**

I. Bill No. 90-2014 – authorizing the execution of the amendment to the Act 47 Recovery Plan (PFM) *Introduced at the October 27 regular meeting; Tabled at 11-10-14 Mtg (Law/Council Staff)*

Councilor Reed moved, seconded by Councilor Daubert, to enact Bill No. 90-2014.

Councilor Waltman thanked the PFM team, led by Mr. Mann, for working with Council and the administration to formulate and refine the plan and then to merge the amended plan with

the 2015 budget. He stated that the plan represents a financial roadmap to improve the City's financial health. He stated that in additional policy changes to shape the City's future are needed.

Councilor Goodman-Hinnershitz also thanked the PFM team and the administration for working together with Council on the plan. She noted that the plan contains some tough medicine but that medicine is needed to improve the City's financial health. She stated that the City officials will need to make some policy changes to address the City's long term health and financial viability.

Council President Acosta stated that he does not support the Recovery Plan due to his belief that the plan will not drive an end result that will correct the City's true problems. He expressed the belief that the City's true problems are created by faulty State legislation imposed on 3rd Class Cities. He suggested that the State Legislators begin correcting State legislation and mandates to create reforms in pensions, property taxes, taxation types, etc. He described the inequities between 3rd Class and 1st Class Cities and the freedom 1st Class Cities have when compared to 3rd Class Cities. He noted that when 70% of your annual budget is dedicated to legacy costs, pension and debt service there is little room to cut expenses and retain some level of public service.

Bill No. 90-2014 was enacted by the following vote:

**Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman,
President - 6
Nays: Acosta - 1**

INTRODUCTION OF NEW ORDINANCES

The following ordinances were read into the record:

A. Ordinance - amending the City Code Chapter 339 Licenses and Permits, Part 2, Business Privilege License Revocation by making clarifications, as attached in Exhibit A **(Council Staff) Ad scheduled for 12-1-14**

B. Ordinance - amending City Code Chapter 212 by adding an appeal or \$150 for the refusal of the issuance of a business license and a business license reinstatement fee of \$1,000 (Council Staff) **Ad scheduled for 12-1-14**

C. Ordinance - repealing Bill No. 62-2014 and approving the new 4th addendum to the water lease with RAWA **(Council Staff)**

D. Ordinance - amending the Fee Schedule by increasing the Construction Code Fees, effective January 1, 2015 **(Man Dir) Ad scheduled for 12-1-14**

E. Ordinance – amending City Code Chapter 467 Sewers and Sewage Disposal, to allocate the sewer service rental between the sanitary sewer and stormwater sewer (**Pub. Works**)

RESOLUTIONS

A. Resolution No. 127-2014 – denying the COA Appeal at 306 South 5th Street (**Council Staff**)

Councilor Daubert moved, seconded by Councilor Reed, to adopt Resolution No. 127-2014.

Resolution No. 127-2014 was adopted by the following vote:

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

B. Resolution No. 128-2014 – appointing Osmer Deming to the Library Board (**Nom & Appts**)

C. Resolution No. 129-2014 – appointing Richard Spangler to the Human Relations Commission (**Nom & Appts**)

Councilor Marmarou moved, seconded by Councilor Daubert, to adopt Resolution Nos. 128 and 129-2014.

Councilors Marmarou, Daubert and Goodman-Hinnershitz spoke about the merits of those being appointed.

Councilor Goodman-Hinnershitz suggested the use of a job description for the Boards, Authorities and Commissions that can be used by those applying and by the Nominations Committee during the interview process.

Resolution Nos. 128 and 129-2014 were adopted by the following vote:

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

COUNCIL COMMENT

Councilor Marmarou noted the need to remind residents about the change in the solid waste collection schedule when major holidays occur, as the change disrupts the set out times.

Councilor Daubert described the community meetings in the South of Penn area that are held each Tuesday evening.

Councilor Reed spoke about the tree lighting ceremony at Centre Park on December 6th and the County Holiday Light Display that starts at Grings Mill on December 5th.

Council President Acosta announced that the original Christmas tree will remain at its present 5th and Penn location and the additional tree will be set up either at 11th and Penn or 2nd and Penn Street. The new tree will be decorated on Friday at 1 pm and the lighting ceremony is planned for Saturday at 5 pm.

Council President Acosta explained that the major issues on tonight's Council agenda such as the 2015 budget and the amendment to the Recovery Plan caused him to reconsider moving the original tree from its 5th and Penn location. He stated that he didn't want the Council meeting disrupted by the tree issue. He stated that at times, leaders need to make tough decisions.

Council President Acosta expressed the belief that to stimulate the revitalization of the downtown, the City should have a tree befitting that vision. He noted the great national and international media coverage about the City's tree. He suggested using that coverage to obtain sponsors to beautify the tree.

Councilor Goodman-Hinnershitz expressed the belief that the serenity of the mountain where the original came from is depicted in the tree.

Councilor Reed thanked the Council President for purchasing the new Blue Spruce tree.

Council President Acosta stated that to date over \$1,000 in donations have been made to fund new lighting and decorations for the new tree. He thanked those who contributed to date.

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

Respectfully submitted by Linda A. Kelleher CMC, City Clerk

RESOLUTION No. _____

WHEREAS, the Pennsylvania Capital Facilities Debt Enabling Act authorizes funding for eligible economic development capital projects through the Redevelopment Assistance Capital Program (“RACP”) and

WHEREAS, the City of Reading has identified the development and new construction/renovation of GoggleWorks II Artist Housing to be located at 229 Washington Street, Reading, Berks County, Pennsylvania as eligible for such “RACP” assistance; and

WHEREAS, the downtown GoggleWorks II Artist Housing project will provide employment opportunities, promote economic development in the City of Reading and have a regional, multi-jurisdictional impact therein.

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

That the Mayor of the City of Reading is authorized to file an application for “RACP” funds in the amount of \$1.5 million (\$1,500,000) for the downtown GoggleWorks II Artist Housing project and to execute any and all necessary documents and to carry out all procedures as required by the Commonwealth of Pennsylvania.

Adopted by Council _____, 2014

President of Council

Attest:

City Clerk

**COOPERATION AND SUB-RECIPIENT AGREEMENT
Between
THE CITY OF READING, PENNSYLVANIA
And
OUR CITY READING, INC.**

THIS COOPERATION AND SUB-RECIPIENT AGREEMENT (“Agreement”) is made as of the _____ day of _____, 2014 by and between

THE CITY OF READING, PENNSYLVANIA, a Pennsylvania Third Class City (“Recipient”)

And

OUR CITY READING, INC., a Pennsylvania Corporation (“Sub-recipient”)

WHEREAS, Recipient has made application to the Commonwealth of Pennsylvania acting through the Office of the Budget (“Commonwealth”) to use Redevelopment Assistance Capital funds (RACP) in the amount of up to \$1,500,000 to assist in the development and construction of GoggleWorks II Artist Housing located in Reading, PA; which GoggleWorks II Artist Housing shall be owned and operated by Sub-recipient (the “Project”); and

WHEREAS, the Commonwealth has issued a Grant Agreement to Recipient for the Project in the amount of \$1,500,000 (the "Contract"), which Contract is known as the _____, with Commonwealth Contract number ME _____; and

WHEREAS, the fully executed Contract anticipates that it is the intention of Recipient to receive RACP proceeds from the Commonwealth and to disburse same directly to Sub-Recipient for Project uses in compliance with the RACP program and state law; and

WHEREAS, the Sub-Recipient assumes the responsibility to receive such RACP funds from Recipient, and to assume the responsibility for compliance with RACP and state law requirements in the expenditure of such RACP funds, and to indemnify Recipient for any violations of said requirement.

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

1. RESPONSIBILITIES OF RECIPIENT:

- a. Recipient hereby assumes the responsibility to perform the following services on its behalf and on behalf of Sub-Recipient:
 - i. to submit eligible requests for reimbursement prepared by Sub-Recipient to the Commonwealth in a timely fashion;
 - ii. to accept grant funds made by the Commonwealth pursuant to the aforesaid requests for reimbursement and to timely transmit such funds to Sub-Recipient as reimbursement for the payment of those eligible costs incurred and paid by Sub-Recipient;
 - iii. to carry out such functions as may be required by the Commonwealth of the direct grantee under the Contract; and
 - iv. to take such other reasonable action as Recipient shall deem necessary to accomplish such purposes.
- b. Recipient shall use its good-faith efforts to carry out its responsibilities under this agreement, but does not represent nor warrant that any of the goals contemplated by this agreement will be attained.
- c. Recipient does not represent nor warrant that the Commonwealth will sell bonds to fund the Contract in whole or in part. Recipient will disburse funds received pursuant to the Contract to Sub-Recipient, but Recipient shall have no liability to the Sub-Recipient if such funds in whole or in part are not received from the Commonwealth.

2. RESPONSIBILITIES OF SUB-RECIPIENT:

- a. Ability to Perform. Recipient enters in this Agreement with the understanding as a material inducement to Recipient's undertakings, that Sub-Recipient has the intention, willingness and capability to complete the development of the Project in a competent and timely manner and in a strict compliance with all regulations governing the grant and the Contract. The City of Reading shall have no obligation

to disburse any funds unless it is satisfied that the Sub-Recipient has that intention, willingness, and capability.

- b. Compliance with Provisions of the Commonwealth's Contract. Sub-Recipient recognizes that the Recipient has entered into the Contract with the Commonwealth for the purpose of directing RACP to fund to Sub-Recipient and that Sub-Recipient will be bound by and obligated to comply with all applicable provisions of said Contract, including, but not limited to, its record keeping and retention requirements, its bidding requirements, its Steel Product Procurement and use restrictions, the Trade Practices Act, the Public Works Contractor's Bond Law of 1967, the American's With Disabilities Act, prevailing wage requirements, and sexual harassment and non-discrimination provisions, for itself and its subcontractors.
- c. Contract incorporated as Attachment A. The fully executed Contract is attached hereto and incorporated herein as Attachment A. The Sub-Recipient agrees to accept responsibility and agrees to abide by the terms and conditions of all of the articles of the Contract as the Sub-Grantee or, where the term Contractor is used, as if it were the Contractor.
- d. Sub-Recipient Project Responsibility. Sub-Recipient shall be primarily responsible for the development and carrying out of the Project as set forth in this Agreement.
- e. Fiscal Responsibility. Sub-Recipient shall be responsible for obtaining the total funds necessary to complete the Project (in addition to RACP funds receipt pursuant to the Contract) and with paying the costs necessary to develop the Project. Such additional funds shall meet or exceed the requirements for matching funds set forth in the Contract.
- f. Ineligible Expenses. Sub-Recipient shall be responsible for providing any funds necessary to reimburse the Commonwealth for any expenditures made by Sub-Recipient pursuant to the Contract that are finally determined to be ineligible for funding or ineligible as match by the Commonwealth under the Contract and the RACP program. Further, Sub-Recipient shall indemnify the Recipient against any liability Recipient may have for such reimbursement.
- g. Reporting. Sub-Recipient shall furnish to Recipient in a timely manner such progress and periodic reports in such form and quantity as Recipient may from time to time reasonably require or reasonably deem necessary or appropriate concerning payment eligibility and the progress of Sub-Recipient's plans and the Project. Further, reports shall be submitted to Recipient and/or the Commonwealth as may be required under the Contract, including, but not limited to, status reports of the Project, Project accounts, statements, certificates, approvals, proposed budgets, and all other information relative to the Project as may be reasonably requested.
- h. Document Format. Sub-Recipient shall be responsible for the preparation of any documentation required by the Commonwealth and/or Recipient for the draw down of RACP funds and shall prepare all documents necessary to meet any reporting

requirements imposed on Recipient by the Commonwealth in connection with the administration of the Contract.

- i. Completion. Sub-Recipient shall complete all Project activities before _____.
 - j. Non-Discrimination. Sub-Recipient shall include or require to be included in every contract, subcontract or agreement entered into with respect to the Project the provisions of the Nondiscrimination/sexual harassment clauses as are contained in the Grant Agreement.
 - k. Notification. Sub-Recipient shall immediately notify the Recipient if any of its contractors, subcontractors, or sub-grantees shall be suspended or debarred by the Commonwealth of Pennsylvania, the federal government or any other state or governmental entity.
3. INDEMNIFICATION: Sub-Recipient agrees to indemnify, defend and hold harmless the Recipient from any claims for injury or damages arising out of any of the activities performed by or information provided by or through Sub-Recipient hereunder, and for claims for reimbursement asserted by the Commonwealth pursuant to the Contract. Recipient shall be named as additional insured on all insurance policies relating to the construction of the Project and/or required to be obtained by the Contract.
 4. CONSTRUING AGREEMENT: This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and all duties, obligations and liabilities of Recipient and of the Sub-Recipient with respect to same shall be deemed to have occurred in Reading, Pennsylvania.
 5. HEADINGS: The headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.
 6. NOTICES: All notices which may be proper or necessary to be served hereunder shall be in writing and shall be served by certified mail, postage prepaid, with return receipts requested. All notices addressed to Recipient shall be sent to: Mr. Adam Mukerji, Executive Director, Redevelopment Authority of the City of Reading, _____ . All notices address to the Sub-Recipient shall be sent to: Mr. Albert Boscov, President, Our City Reading, Inc., _____ .
 7. SEVERABILITY: If any section, subsection, sentence, clause or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
 8. INTEGRATION CLAUSE: This agreement, and any incorporations herein, constitute the entire agreement between Recipient and the Sub-Recipient with respect to the

subject matter contained herein, and supersedes all prior oral and/or written agreements, understandings, and communications between the parties with respect to the subject matter hereof. This agreement shall not be in any way modified, abridged or amended except in writing signed by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

RECIPIENT: THE CITY OF READING, PENNSYLVANIA

By: _____
Vaughn Spencer

Mayor

SUB-RECIPIENT: OUR CITY READING, INC.

By: _____
Albert Boscov
President and CEO

RESOLUTION No. _____

WHEREAS, the Pennsylvania Capital Facilities Debt Enabling Act authorizes funding for eligible economic development capital projects through the Redevelopment Assistance Capital Program (“RACP”) and

WHEREAS, the City of Reading has identified the development and new construction of Restaurant Row in Entertainment Square to be located in the 200 block of Washington Street, Reading, Berks County, Pennsylvania as eligible for such “RACP” assistance; and

WHEREAS, the downtown Restaurant Row in Entertainment Square project will provide employment opportunities, promote economic development in the City of Reading and have a regional, multi-jurisdictional impact therein.

NOW THEREFORE, the Council of the City of Reading hereby resolves as follows: That the Mayor of the City of Reading is authorized to file an application for “RACP” funds in the amount of \$500,000 for the downtown Restaurant Row in Entertainment Square project and to execute any and all necessary documents and to carry out all procedures as required by the Commonwealth of Pennsylvania.

Adopted by Council _____, 2014

President of Council

Attest:

City Clerk

**COOPERATION AND SUB-RECIPIENT AGREEMENT
Between
THE CITY OF READING, PENNSYLVANIA
And
OUR CITY READING, INC.**

THIS COOPERATION AND SUB-RECIPIENT AGREEMENT (“Agreement”) is made as of the _____ day of _____, 2014 by and between
THE CITY OF READING, PENNSYLVANIA, a Pennsylvania Third Class City
 (“Recipient”)

And
OUR CITY READING, INC., a Pennsylvania Corporation (“Sub-recipient”)

WHEREAS, Recipient has made application to the Commonwealth of Pennsylvania acting through the Office of the Budget (“Commonwealth”) to use Redevelopment Assistance Capital funds (RACP) in the amount of up to \$500,000 to assist in the development and

construction of Restaurant Row in Entertainment Square located in Reading, PA; which Restaurant Row shall be owned and operated by Sub-recipient (the "Project"); and **WHEREAS**, the Commonwealth has issued a Grant Agreement to Recipient for the Project in the amount of \$500,000 (the "Contract"), which Contract is known as the

_____, with Commonwealth Contract number ME _____; and

WHEREAS, the fully executed Contract anticipates that it is the intention of Recipient to receive RACP proceeds from the Commonwealth and to disburse same directly to Sub-Recipient for Project uses in compliance with the RACP program and state law; and

WHEREAS, the Sub-Recipient assumes the responsibility to receive such RACP funds from Recipient, and to assume the responsibility for compliance with RACP and state law requirements in the expenditure of such RACP funds, and to indemnify Recipient for any violations of said requirement.

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

9. RESPONSIBILITIES OF RECIPIENT:

- d. Recipient hereby assumes the responsibility to perform the following services on its behalf and on behalf of Sub-Recipient:
 - v. to submit eligible requests for reimbursement prepared by Sub-Recipient to the Commonwealth in a timely fashion;
 - vi. to accept grant funds made by the Commonwealth pursuant to the aforesaid requests for reimbursement and to timely transmit such funds to Sub-Recipient as reimbursement for the payment of those eligible costs incurred and paid by Sub-Recipient;
 - vii. to carry out such functions as may be required by the Commonwealth of the direct grantee under the Contract; and
 - viii. to take such other reasonable action as Recipient shall deem necessary to accomplish such purposes.
- e. Recipient shall use its good-faith efforts to carry out its responsibilities under this agreement, but does not represent nor warrant that any of the goals contemplated by this agreement will be attained.
- f. Recipient does not represent nor warrant that the Commonwealth will sell bonds to fund the Contract in whole or in part. Recipient will disburse funds received pursuant to the Contract to Sub-Recipient, but Recipient shall have no liability to the Sub-Recipient if such funds in whole or in part are not received from the Commonwealth.

10. RESPONSIBILITIES OF SUB-RECIPIENT:

- I. Ability to Perform. Recipient enters in this Agreement with the understanding as a material inducement to Recipient's undertakings, that Sub-Recipient has the intention, willingness and capability to complete the development of the Project in a competent and timely manner and in a strict compliance with all regulations

governing the grant and the Contract. The City of Reading shall have no obligation to disburse any funds unless it is satisfied that the Sub-Recipient has that intention, willingness, and capability.

- m. Compliance with Provisions of the Commonwealth's Contract. Sub-Recipient recognizes that the Recipient has entered into the Contract with the Commonwealth for the purpose of directing RACP to fund to Sub-Recipient and that Sub-Recipient will be bound by and obligated to comply with all applicable provisions of said Contract, including, but not limited to, its record keeping and retention requirements, its bidding requirements, its Steel Product Procurement and use restrictions, the Trade Practices Act, the Public Works Contractor's Bond Law of 1967, the American's With Disabilities Act, prevailing wage requirements, and sexual harassment and non-discrimination provisions, for itself and its subcontractors.
- n. Contract incorporated as Attachment A. The fully executed Contract is attached hereto and incorporated herein as Attachment A. The Sub-Recipient agrees to accept responsibility and agrees to abide by the terms and conditions of all of the articles of the Contract as the Sub-Grantee or, where the term Contractor is used, as if it were the Contractor.
- o. Sub-Recipient Project Responsibility. Sub-Recipient shall be primarily responsible for the development and carrying out of the Project as set forth in this Agreement.
- p. Fiscal Responsibility. Sub-Recipient shall be responsible for obtaining the total funds necessary to complete the Project (in addition to RACP funds receipt pursuant to the Contract) and with paying the costs necessary to develop the Project. Such additional funds shall meet or exceed the requirements for matching funds set forth in the Contract.
- q. Ineligible Expenses. Sub-Recipient shall be responsible for providing any funds necessary to reimburse the Commonwealth for any expenditures made by Sub-Recipient pursuant to the Contract that are finally determined to be ineligible for funding or ineligible as match by the Commonwealth under the Contract and the RACP program. Further, Sub-Recipient shall indemnify the Recipient against any liability Recipient may have for such reimbursement.
- r. Reporting. Sub-Recipient shall furnish to Recipient in a timely manner such progress and periodic reports in such form and quantity as Recipient may from time to time reasonably require or reasonably deem necessary or appropriate concerning payment eligibility and the progress of Sub-Recipient's plans and the Project. Further, reports shall be submitted to Recipient and/or the Commonwealth as may be required under the Contract, including, but not limited to, status reports of the Project, Project accounts, statements, certificates, approvals, proposed budgets, and all other information relative to the Project as may be reasonably requested.
- s. Document Format. Sub-Recipient shall be responsible for the preparation of any documentation required by the Commonwealth and/or Recipient for the draw down

of RACP funds and shall prepare all documents necessary to meet any reporting requirements imposed on Recipient by the Commonwealth in connection with the administration of the Contract.

t. Completion. Sub-Recipient shall complete all Project activities before _____.

u. Non-Discrimination. Sub-Recipient shall include or require to be included in every contract, subcontract or agreement entered into with respect to the Project the provisions of the Nondiscrimination/sexual harassment clauses as are contained in the Grant Agreement.

v. Notification. Sub-Recipient shall immediately notify the Recipient if any of its contractors, subcontractors, or sub-grantees shall be suspended or debarred by the Commonwealth of Pennsylvania, the federal government or any other state or governmental entity.

11. INDEMNIFICATION: Sub-Recipient agrees to indemnify, defend and hold harmless the Recipient from any claims for injury or damages arising out of any of the activities performed by or information provided by or through Sub-Recipient hereunder, and for claims for reimbursement asserted by the Commonwealth pursuant to the Contract. Recipient shall be named as additional insured on all insurance policies relating to the construction of the Project and/or required to be obtained by the Contract.

12. CONSTRUING AGREEMENT: This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and all duties, obligations and liabilities of Recipient and of the Sub-Recipient with respect to same shall be deemed to have occurred in Reading, Pennsylvania.

13. HEADINGS: The headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.

14. NOTICES: All notices which may be proper or necessary to be served hereunder shall be in writing and shall be served by certified mail, postage prepaid, with return receipts requested. All notices addressed to Recipient shall be sent to: Mr. Adam Mukerji, Executive Director, Redevelopment Authority of the City of Reading, _____ . All notices address to the Sub-Recipient shall be sent to: Mr. Albert Boscov, President, Our City Reading, Inc., _____.

15. SEVERABILITY: If any section, subsection, sentence, clause or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

16. INTEGRATION CLAUSE: This agreement, and any incorporations herein, constitute the entire agreement between Recipient and the Sub-Recipient with respect to the subject matter contained herein, and supersedes all prior oral and/or written agreements, understandings, and communications between the parties with respect to the subject matter hereof. This agreement shall not be in any way modified, abridged or amended except in writing signed by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

RECIPIENT: **THE CITY OF READING, PENNSYLVANIA**

By: _____
Vaughn Spencer

Mayor

SUB-RECIPIENT: **OUR CITY READING, INC.**

By: _____
Albert Boscov
President and CEO

RESOLUTION NO. _____ 2014

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

The Public Works Director of the City of Reading is authorized and directed to submit the Application for Traffic Signal Approval for the intersection of South 5th Street and Bingaman Street to the Pennsylvania Department of Transportation and to sign the Application on behalf of the City of Reading.

Adopted by Council _____, 2014

President of Council

Attest:

City Clerk

INTEREST BEARING ACCOUNTS

TO: Members of City Council

FROM: Christian F. Zale
City Controller

PREPARED BY: Christian F. Zale
City Controller

MEETING DATE: December 8, 2014

AGENDA MEMO DATE: December 2, 2014

RECOMMENDED ACTION: Establish Interest Bearing Bank Accounts for General Fund (01) and Sewer Fund (54)

BACKGROUND:

The current bank accounts for City General Fund and Sewer Fund are non interest bearing accounts. The resolution requests establishment of two interest bearing accounts for these funds.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED BY:

City Controller

RECOMMENDED MOTION:

Approve the request.

RESOLUTION NO. _____ 2014

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

Authorizing interest bearing bank accounts with Wells Fargo for the City of Reading related to funds in City General (Fund 01) and Sewer (Fund 54).

Adopted by Council _____, 2014

President of Council

Attest:

Linda A. Kelleher
City Clerk



CITY OF READING, PENNSYLVANIA

BOARD OF HEALTH
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6204

Subject: Water Fluoridation in the City of Reading

During a recent city council meeting, the subject of water fluoridation was discussed and as a result of that, the Board of Health was asked to review the subject and provide a position statement.

After a comprehensive review of the credible medical and scientific information available, we believe the following to be true:

1. Supplementation of fluoride at .7 ppm has been shown to have a very significant positive effect on the reduction of dental caries (cavities) in children. This translates not only to improved health of our children, but also to a significant cost savings in the treatment of tooth decay.
2. There are no known adverse health effects at levels of .7 ppm. Undesirable effects of fluorosis (staining of the teeth) can occur at excessive levels of 4 ppm or above. The board has reviewed the past year's data showing the actual levels of fluoride which were measured and recorded daily. The data showed that the levels were controlled very tightly with no significant variation from the desired level of .7 ppm. In short, there is no reason to suspect that the fluoride levels in Reading have exceeded the optimum therapeutic level of .7ppm.
3. Virtually every credible Health organization has supported fluoridation of water. These include, but are not limited to, the following:
 - Center for Disease Control
 - Berks County Community Foundation
 - American Academy of Pediatrics

- Pew Children’s Dental Campaign
- American Dental Association
- American Medical Association
- World Health Organization

4. For anyone who might be interested, there is an excellent monograph by Dr. Johnny Johnson which addresses the concerns brought up by those opposed to fluoridation. This will be made available upon request.

Respectfully submitted,

John C. Dethoff MD Chairman, Board of Health, City of Reading



Fluoride in Drinking Water
Discussion Points and Position Statement
City of Reading
Environmental Advisory Council

The City of Reading’s Environmental Advisory Council (EAC) has researched the fluoride addition into potable water supplies, namely the Reading Area Water Authority (RAWA)’s addition and monitoring of fluoride levels in the distribution system. Fluoride addition is a public health concern since its importance is relative to the reduction of dental caries in children. In Pennsylvania the public drinking water systems, and fluoride addition, are regulated by the Pennsylvania Department of Environmental Protection (PA DEP). For this reason, the EAC has been requested to provide a position statement.

For fluoride, the United States Environmental Protection Agency (US EPA) sets a maximum level of fluoride desirable in potable water which is used as a maximum goal for those locales where the removal of naturally-occurring fluoride is required. In Pennsylvania, where fluoride does not occur naturally, PA DEP sets a desired level of fluoride for water suppliers that add fluoride to public water supplies. Currently, that is set much lower than the US EPA maximum level in order to be more protective of the public health. The US EPA and PA DEP set their respective limits based upon dental and health recommendations. This is not the focus of the City’s EAC but is more applicable to the City’s Board of Health but the EAC did review the RAWA’s compliance. The RAWA provided multi-year daily fluoride analytical data showing the levels entering the distribution system were consistently in compliance with the PA DEP guidelines. Any type of concern beyond their regulatory compliance with the fluoride goals is beyond the EAC’s scope.

A review of recent news articles relative to fluoride in general found a few incidents related to fluoride that occurred in Pennsylvania.

- In September 1996, a bulk storage tank failure resulted in a spill of 23% hydrofluorosilicic acid to a drain that emptied into the Allegheny River. While reports differ widely in the volume released from the 8,000 gallon tank, one worker was treated for inhalation and the US Coast Guard issued a ‘chemical spill advisory’ halting boating and river traffic for about 12 hours while the chemical was transferred to another tank and the fumes from the release dissipated.

Articles located did not mention any environmental damage resulting from the spill, and the acidity of the water remained normal.

- In December 2005, a public water company exceeded the fluoride levels in the water entering the distribution system due to what was determined to be intentional by an operator who propped a valve in the open position. This resulted in approximately 300 gallons of hydrofluorosilicic acid and a 'Do Not Consume' notice to roughly 30,000 consumers in both York and Cumberland Counties who were not able to use the water until the excessive fluoride levels were out of the system. In addition, the PA DEP and the Public Utilities Commission (PUC) made changes to improve the public notification process and its effectiveness for all unscheduled water service interruptions.
- A March 2009 incident involved a tanker overturning while trying to avoid a herd of deer resulting in a leak and spill of hydrogen fluoride or hydrofluoric acid. There was no impact on drinking water. This particular fluoride-containing chemical is used in a variety of industries but is not what is used to fluoridate drinking water which is the focus of the review of the EAC. This transportation incident brought heightened awareness to chemical spills during transit, especially in this rural area.

The EAC's prime focus relative to fluoride is to examine its potential impact on the environment. This could be from a number of sources from the liquid forms that are most common. A literature review of various documents yielded the most likely environmental sources to be:

- 1) naturally occurring fluoride in waters at higher than desired levels for drinking water or aquatic life,
- 2) fluoride from various potential sources passing through stormwater systems or spills occurring at water treatment facilities entering a water body, and
- 3) spills or releases occurring during manufacture, loading, shipping, or unloading. These potential sources of environmental impact are regulated by various state and federal government agencies in order to protect both the environment and the public health.

Due to the extent of other regulatory agencies establishing their criteria and determinations upon the most current credible available research, the City of Reading EAC will defer to the expertise of those agencies that have deemed the fluoridation of drinking water at determined levels to be safe and responsible.

AN ORDINANCE OF THE CITY OF READING AMENDING THE CITY OF READING CODE BOOK, CHAPTER 600 ENTITLED "ZONING", PART 6 ENTITLED "TYPES OF USES", SECTION 600-807 ENTITLED "C-C COMMERCIAL CORE DISTRICT" BY AMENDING: (1) SUBSECTION B ENTITLED "ALLOWED USES" TO INCLUDE PUBLIC PARKING GARAGES AND PARKING LOTS OWNED/OR OPERATED BY THE CITY OF READING OR THE READING PARKING AUTHORITY, AND TO PROHIBIT NON-PUBLIC PARKING GARAGES AND PARKING LOTS; AND (2) SUBSECTION C ENTITLED "ADDITIONAL REQUIREMENTS IN THE C-C DISTRICT" TO PROHIBIT NON-PUBLIC PARKING GARAGES OR PARKING LOTS OPEN TO THE GENERAL PUBLIC.

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

SECTION 1. Amending the City of Reading Codified Ordinances, Chapter 600 entitled "Zoning", Part 6 entitled "Types of Uses", as attached in Exhibit A:

SECTION 2. All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended by this Ordinance 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 decisions shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4. This Ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

ENACTED: _____, 2014

President of Council

Attest:

City Clerk
(Council Office & Parking Authority)

Submitted to the Mayor: _____

Date: _____, 2014

Received by the Mayor's Office: _____

Date: _____, 2014

Approved by the Mayor: _____

Date: _____, 2014

Vetoed by the Mayor: _____

Date: _____, 2014

EXHIBIT A

§ 600-807. C-C Commercial Core District.

A. Dimensional requirements.²⁰

B. Allowed uses.

(1) Permitted-by-right uses:²¹

High-rise apartments¹

Movie theaters and performing arts facilities

Low-rise or mid-rise apartments¹

One-family attached dwellings (townhouses) or one-family semidetached dwellings meet the regulations of the R-3 District gardens, crop farming and forestry

Amusement arcade

Municipal building

Passenger bus or train terminal

Public parking garages and parking lots that are owned/or operated by *the City or Reading Parking Authority* ~~a City authorized parking authority or another governmental entity~~.

A new parking garage with a street frontage of more than 100 feet shall include at least one street-level commercial use.

~~Nonpublic parking garages and parking lots that serve a use located within the C-C District, as opposed to being available to the general public. If such parking involves 10 or more new parking spaces, then special exception approval shall be required. As a criteria of special exception approval, the applicant shall show that the parking: (a) will not cause a loss of a significant historic building; (b) will not create a serious traffic congestion or a traffic hazard for pedestrians; and (c) will include suitable landscaping between the parking and a public sidewalk. See also Subsection C below.~~ A new parking garage with a street frontage of more than 100 feet shall include at least one street-level commercial use.

Bakeries (limited to 2,000 square feet production floor area) and retail sale of baked goods

Bank and other financial institutions, which may include drive-through facilities

Business and printing services

Civic/convention center and sports arena

College or university, other than residential uses

Conversion of existing building space into one or more dwelling units, which shall meet the requirements listed for "conversions" in § 600-1203D, even though the use is not a conditional use. Such conversion shall only be allowed if the lot includes at least one street level principal business establishment.

Creation and retail sales of art and crafts items, which may include multiple vendors

Dry cleaners (limited to 2,000 square feet of service/production area)

Fire and ambulance station

Fitness centers/exercise clubs

Funeral homes

Hotels, motels and bed-and-breakfast inns

Offices

Personal services, such as barber or beauty shop (see § 600-1103), tailors, nail salons (see § 600-1103) and certified massage therapy (see § 600-1103), and not including a massage parlor

Photo-finishing services

Radio and television stations

Recreational facilities, public parks and nonmotorized recreation trails

Restaurants (eat-in or takeout) which may include entertainment but shall not include drive-through service. This use shall not allow outdoor sale of ready-to-eat heated food on a regular basis on a lot that is not operated from a building on the lot.

Retail stores

Small appliance sales, repair and service stores

Social clubs and associations (non-PLCB licensed), which shall not be allowed fronting on Penn Street between 2nd Street and 6th Street and which shall not operate between 12:00 midnight and 11:00 a.m. For any use that also meets the definition of a BYOB, Chapter 127, Part 3 (§§ 127-301 to 127-308), and § 127-202 shall also be met.

Trade, vocational and hobby schools, not including residential uses

NOTE:

1. The street-level floor shall include at least one principal business establishment.

2. Accessory uses. See Part 10 unless otherwise noted.

(a) Amusement devices: pursuant to § 600-1010 of this chapter.

(b) Entertainment: pursuant to § 600-1005.

(c) Home occupations, major or minor: see § 600-1006.

(d) Storage as an accessory use to a use located within the C-C District.

(e) *Parking exclusively serving a principal use on the same lot*

3. Conditional Uses

(a) Banquet hall.

(b) Gaming facility.

(c) Taverns and nightclubs.

4. Special exception uses. Pursuant to § 600-1202 of this chapter.

(a) Day-care facilities.

(b) Dormitory or other residential uses owned or operated by a college or university, other than permitted-by-right dwelling units that are occupied by a "family."

(c) Place of worship.

C. Additional requirements in the C-C District.

1. Retail uses shall not extend into the public right-of-way, except as may be specifically approved under another City ordinance.

2. Drive-through services shall only be permitted as accessory to financial institutions. A drive-through facility shall not have an entrance or exit onto Penn Street.

3. Height requirements.

(a) Structures may be increased in height up to 175 feet by special exception, provided the applicant provides an analysis to show that the additional height

will allow sunlight to reach the street during midday hours, considering any proposed setbacks and an analysis of how the building will be set back from windows of existing adjacent buildings to provide compatibility.

4. See parking requirements in § 600-1603.

5. A building shall not have a street-level building wall longer than 50 feet unless such wall is interspersed with a window or door at least every 50 feet, artistic displays, changes in building setback or rooflines of more than three feet variation, and/or architectural features.

6. Wind turbines shall be allowed that are attached to a roof of a building and do not extend a total of more than 25 feet above the roof of the building.

7. A principal or accessory parking lot or parking garage shall not be allowed that is open to the general public, unless the structure is owned and/or operated by the City, the Reading *Parking Authority or their designees*. ***Accessory parking lots and garages are permitted only on the same lot as the principal use, except for lots and garages owned and or operated by the City, the Reading Parking Authority or their designees.*** ~~Berks County, another governmental entity, or a City authorized parking authority.~~

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

**AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT
BETWEEN THE CITY OF READING AND STEVENS & LEE FOR PAYMENT OF
CERTAIN LEGAL BILLS INCURRED DURING THE READING AREA WATER
AUTHORITY LEASE NEGOTIATION.**

WHEREAS, certain issues arose during the lease negotiation with the Reading Area Water Authority which resulted in retaining the law firm of Stevens & Lee, Reading, PA; and

WHEREAS, the City Administration and City Council had differing points of view concerning the methodology for the retention of Stevens & Lee for certain legal services; and

WHEREAS, Stevens & Lee rendered legal services and there are outstanding bills for said services; and

WHEREAS, the City of Reading and Stevens & Lee desire to settle the issue of the outstanding bills,

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

SECTION 1. The Mayor is authorized to execute the Settlement Agreement between the City of Reading and Stevens & Lee for the payment of outstanding legal bills as set forth in the attachment hereto

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: _____

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT made this _____ day of _____, 2014, by and between the CITY OF READING, a municipal corporation situate in the County of Berks and Commonwealth of Pennsylvania, hereinafter called “CITY”,

AND

STEVENS & LEE, P.C., a professional corporation situate in the County of Berks and Commonwealth of Pennsylvania, hereinafter “STEVENS & LEE”,

WHEREAS, Stevens & Lee entered into a certain agreement to provide legal services to the City; and

WHEREAS, the City Administration and City Council had differing points of view concerning the methodology for the retention of Stevens & Lee for certain legal services; and

WHEREAS, Stevens & Lee provided legal services to the City as set forth in the attached invoices; and

WHEREAS, the parties hereto agree to settle any and all issues re the payment of said invoices and hereby intend to be legally bound.

NOW THEREFORE, in consideration of the above promises and the mutual covenants herein contained, it is hereby agreed as follows:

1. The City hereby agrees to pay the sum of \$84,291.47 to Stevens & Lee for services rendered. Said payment shall be processed using appropriate methods.
2. The City and Stevens & Lee hereby agree that said sum is the total amount due and that no other claim shall be made by either party.
3. The City and Stevens & Lee acknowledge that all existing issues and any other issues re the propriety of the City’s retention of Stevens & Lee are hereby settled without any claim by

either party re the methodology of actions taken. The parties enter into this Settlement Agreement to settle outstanding issues and avoid any future costs of litigation, etc.

4. This Settlement Agreement is binding upon the parties hereto as well as any assigns or other legal entities.

5. Any and all notices shall be sent to the parties as follows:

City of Reading, Law Department, City Hall, Rm. 2-54, Reading, PA 19601; Stevens & Lee, P.O. Box 679, Reading, PA 19603-0679.

Any changes to said addresses (or entities) shall be immediately provided in writing.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year above written.

WITNESS:

CITY OF READING:

City Clerk

Vaughn D. Spencer, Mayor

WITNESS:

STEVENS & LEE, P.C.

Secretary

President

BILL NO. _____ 2014

AN ORDINANCE

AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 339 LICENSES AND PERMITS, PART 2, BUSINESS PRIVILEGE LICENSE BY MAKING CLARIFICATIONS

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

SECTION 1. Amending the City Code Of Ordinances Chapter 339 Licenses and Permits, Part 2, Business Privilege License by making clarifications, as attached in Exhibit A.

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

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

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

Adopted _____, 2014

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT A

Part 2 Business Privilege License

[Adopted 5-10-2010 by Ord. No. 17-2010 (Ch. 13, Part 4, of the 2001 Code of Ordinances)]

§ 339-201. Short title.

This Part shall be known as the "Business Privilege License Ordinance."

§ 339-202. Definitions.

As used in this Part, certain terms are defined as follows except where the context clearly indicates a different meaning:

BUSINESS — — Any activity carried on or exercised for gain or profit in the City, including, but not limited to, the sale of merchandise or other tangible personalty or the performance of services and the rental of personalty and/or realty.

CALENDAR YEAR — — The period January 1 to December 31, inclusive.

CITY — — The City of Reading.

LICENSE YEAR — — The period from January 1 to December 31, inclusive.

PERSON — — Any individual, partnership, limited partnership, association, firm or corporation. Whenever used in any clause prescribing or imposing a penalty, the term "person"

as applied to associations shall mean the partners or members thereof, and as applied to corporations, the officers thereof.

REVOCAION—To annul or cancel an act, particularly a statement, document, or promise, as if it no longer exists.

§ 339-203. License required.

Any person desiring to conduct, transact, or engage in any business, trade, profession or other activity within the City shall obtain a business privilege license annually.

§ 339-204. Application.

Applicants for license under this Part shall file an initial annual application for a business privilege license with the Administrative Services Director on a form provided by him/her. To be considered completed, a license fee shall accompany the application, which shall be renewed on an annual basis.

§ 339-205. Fee.

The license fee, which shall be collected by the Tax Administration of the City, shall be set by ordinance as provided by law and set forth in the City of Reading Fee Schedule.⁴

4. Editor's Note: See Ch. 212, Fees.

§ 339-206. Posting license.

The license issued shall be conspicuously posted in the place of business for which the license is issued, and shall remain posted for the license year or fraction of year for which such license was issued or until the indicated activity or business changes ownership or goes out of business. In cases where more than one place of business is conducted, a separate license shall be issued annually for each place of business.

§ 339-207. License refusal.

- A. The issuance of a business privilege license may be predicated upon the applicant first receiving the approval of the Zoning Administrator and/or Health Officer, or other City official, as applicable, for the operation of his/her business.
- B. Any person who is in default in payment of any tax due to the City shall be refused a license until tax is paid in full or a payment plan is executed with the appropriate City office.

§ 339-208. Required reporting of business cessation.

Upon cessation of business activity within the City, the person who had been conducting said business activity shall report said cessation to Tax Administration in writing within 10 days.

§ 339-209. License revocation.

- A. Basis for revocation. Any business privilege license issued by the City pursuant to the provisions of this Part may be revoked for good cause by the issuing authority upon a finding that the following conditions exist:
 - (1) The existence of chronic unsanitary conditions, noise, disturbances or other conditions at, in or attributable to the premises of a licensee which causes or tends to create a public nuisance, which may injuriously affect the public health, safety, or welfare of others, or which unnecessarily affects the adequate allocation of public safety resources.
 - (2) Repeatedly or purposefully permitting or causing the commission of any act in the operation of the business which is prohibited by any ordinance, rule or law of the City, state or federal government.
 - (3) Fraudulent practices and misrepresentation in the operation of the business.
 - (4) Concealment or misrepresentation in procuring the business privilege license.
 - (5) The business for which the license obtained has been is unlawful or is prohibited by any code, ordinance, rule or law of the City, state or federal government.
 - (6) The license was issued by mistake or is in violation of any of the provisions of this Part.
 - (7) The premises used to conduct said business has been condemned, declared a fire hazard or declared unsafe for business occupancy pursuant to applicable building, trades, property maintenance or fire codes.
- B. Procedures and hearing process to revoke business privilege license.

Requests for revocation of business privilege license may be submitted in the form of a written complaint by City staff to the Managing Director.

 - (1) Upon a determination by the Managing Director pursuant to the policies and regulations established in accordance herewith that the complaint is founded, the Managing Director shall schedule a hearing before the Business Privilege License Appeals Board within 20 days.
 - (2) Notice of hearing shall be served by certified mail, return receipt requested, and first class mail to the person holding the business privilege license at the address shown on the business privilege license application. ~~A copy of the notice of the hearing shall also be hand delivered at the address shown~~

on the business privilege license application, if the licensee is present. A copy of the notice of the hearing shall also be posted in a conspicuous place on the property.

- (3) The notice shall inform the licensee of the allegations which constitute the basis for the hearing, and shall provide that the licensee will be given the opportunity to appear and be heard at the hearing.
- (4) The hearing shall be conducted in accordance with procedures established by the Business Privilege License Appeals Board as authorized herein.
- (5) At the conclusion of the hearing following all evidence, the Business Privilege License Appeals Board shall make a determination as to whether basis exists to revoke the business privilege license within 10 days of the hearing.
- (6) In the event the Business Privilege License Appeals Board determines that the business privilege license shall be revoked, the revocation will be effective immediately shall be delivered to the applicant in accordance with the requirements of the notice of the hearing as set forth herein. The Board shall instruct the Administrative Services Director to notify the licensee of the revocation of the business privilege license and to direct the licensee to immediately cease all business activity at the business location.
- (7) Any person conducting business activity in violation of revocation of a business privilege license shall be punishable by those penalties set forth herein.
- (8) No business having a business privilege license revoked pursuant to this Part shall be eligible for another license to operate a similar business at that or any location in the City of Reading until approval is received by the Business Privilege License Appeals Board.

§ 339-210. Cease operations order.

Whenever business is being conducted in or on any premises without a required business privilege license or if a licensed business has violated one or more provisions of the Code of the City which relate to the conduct of the business, the Administrative Services Department or any City official authorized to issue citations may issue a cease operations order directing that business activity to cease immediately until the required business privilege license is obtained.

- A. The cease operations order shall describe the business that is being conducted without the required business privilege license and shall state that such business activity and any other business activity that requires a business privilege license must cease until the required license is obtained.
- B. The cease operations order shall be posted at every entrance to the premises in conspicuous place clearly visible to the public and shall remain posted until removed by the Administrative Services Department following compliance with its terms.
- C. The cease operations order shall be posted at every entrance to the premises in conspicuous place clearly visible to the public and shall remain posted until removed by the Administrative Services Department following compliance with its terms.
- D. The Administrative Services Department shall promptly notify the Department of Police of the issuance of every cease operations order. The Police Department may upon the request of the Administrative Services Department render assistance in the

enforcement of any cease operations order and shall have the right to enter the premises for such purpose.

- E. Prohibited conduct. No person with knowledge of a cease operations order shall:
- (1) Continue to conduct any business for which a business privilege license is required in or on any premises for which a cease operations order has been issued.
 - (2) Remove, damage or deface any cease operations order.
 - (3) Resist or interfere with any inspection or other official in the performance of their duties or the enforcement of any provision of this section.

F. Fees.

- (1) Business privilege license in response to cease operations order. If a cease operations order is issued and a business privilege license obtained, the fee for said business privilege license may be subject to an additional penalty fee equal to the cost of the normal business privilege license fee.
- (2) Removal of cease operations order. Upon compliance with a cease operations order by obtaining of a business privilege license and any other terms set forth thereon, prior to removal of a cease operations order a fee in the amount established by the

Fee

Ordinance of the City of Reading.⁵

§ 339-211. Business Privilege License Appeals Board administrative hearing/appeal.

A. Organization.

- (1) Membership. The Business Privilege License Appeals Board shall be a body of five members consisting of: the Administrative Services Director or his/her designee who shall serve as Chairperson; a Councilperson from the District the business is located in or the designee of the President of Council if the District Councilor is unavailable, a member of the business community; a resident at large; and member of a recognized City of Reading community group.
- (2) Alternates. There shall be three alternate members, one each from the following groups: a member of the business community, a resident at large 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 approval of the Council of the City of Reading.
- (4) Term. A member or alternate member shall serve a term of three years from the time of appointment or reappointment or until his/her successor shall take office. Members and alternates of the initial board shall be appointed to staggered terms of one, two and three years.
- (5) Powers of designees 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) Quorum and majority vote. Three members shall constitute a quorum of the Board. A majority vote of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.

- B. 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 matters. To hear and decide matters regarding the revocation of a business privilege license where it is alleged that one of the criteria set forth herein has been violated. The Board is also authorized to hear appeals of refusals of business privilege license or cease operations order.
 - (3) Timeliness. In exercising the above-mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall hold a hearing on any founded complaint within 20 days and shall file its decision within 10 appeal hearing.
 - (4) Authority. The Board is empowered to find no cause for the revocation of a business privilege license or cause to revoke a business privilege license. The Board shall be bound by this Part and shall not ignore the clear provisions and intent of this Part.

- C. Fees. If the Board determines that a business privilege license is to be revoked, the licensee shall be responsible for all fees, costs and expenses related to the hearing before the Business Privilege License Appeals Board. In appeals from refusals of business privilege license or cease operations order, the applicant shall pay a fee to appeal in an amount established by Fee Ordinance of the City of Reading.⁶

- D. Appeals refusals of business privilege license or cease operations order. Applicants who are refused a business privilege license or receive a cease operations order may appeal said determination to the Business Privilege License Appeals Board within 10 days of receipt of notification of refusal of a business privilege license or cease operations order. Notice of such decisions shall be in accordance with the requirements set forth herein. A hearing and decision by the Board of said appeal shall be per timeliness requirements herein.

- E. Appeals to the court of common pleas. Appeals of any decision of the Business Privilege License Appeals Board shall be in accordance with the Local Agency Law, 2 Pa.C.S.A. § 751 et seq., of the Commonwealth of Pennsylvania. Such an appeal shall not serve as a stay in the case of revocation of a business privilege license. The licensee must petition the court for a stay to continue operation of the business during any appeal.

§ 339-212. Injunctive relief.

In case of violation of this Part or a section thereof, the City, through its Administrative Services Director or a designee duly appointed by the Mayor, may cause to be instituted an appropriate proceeding at law or in equity to obtain penalties or to restrain, correct, or abate such violation, including, but not limited to, the closure of any business which is not in compliance with this Part or a section thereof.

§ 339-213. Violations and penalties.

Any person operating a business within the City without obtaining a business privilege license

as provided herein or failing to comply with any and all provisions of this Part shall be, upon conviction thereof, sentenced to pay a fine of not less than \$600 but no more than \$1,000 plus costs, and in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day on which such person violated this Part may be considered as a separate offense and punishable as such as provided above and by law.

§ 339-214. Collections.

Nothing in this Part shall preclude the City of Reading Administrative Services Director from directing all bills or accounts and business privilege licenses not paid or not renewed by March 31 of each year to be turned over to a collection agency for receipt.

§ 339-215. Nonexclusive remedies.

The penalty, injunctive relief and collection provisions of this section and the license nonrenewal, suspension and revocation procedures provided in this Part shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the City of Reading as may be deemed appropriate for carrying out the purposes of this Part. The remedies and procedures provided in this Part for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the City in the case of a violation of any other City of Reading ordinance or provision of its Code, whether or not such other ordinance or chapter is referenced in this Part and whether or not an ongoing violation of such other ordinance or chapter is cited as the underlying ground for a finding of a violation of this Part.

§ 339-216. Regulations.

The Administration for the City of Reading by and through the Managing Director is hereby authorized to promulgate rules, regulations and policies to implement this Part.

BILL NO. _____ 2014

AN ORDINANCE

AMENDING THE CITY CODE CHAPTER 212 FEE SCHEDULE, SECTION 104, BUSINESS LICENSE.ANNUAL TAX LICENSE BY ADDING AN APPEAL FEE AND A REINSTATEMENT FEE

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

SECTION 1. Amending the City Code Chapter 212 Fee Schedule, Section 104, Business License Annual Tax License by adding an appeal fee and a reinstatement fee:

- (A) License Refusal Appeal Fee \$150.00 (as per 339-207)
- (B) License Reinstatement Fee \$1,000 (as per 339-210 F)

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

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

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

Adopted _____, 2014

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

BILL NO. ____-2014
AN ORDINANCE

REPEALING BILL NO. 62-2014 AND DIRECTING THE MAYOR TO EXECUTE THE 4th ADDENDUM TO THE LEASE AGREEMENT WITH THE READING AREA WATER AUTHORITY (RAWA) AS ATTACHED IN EXHIBIT A.

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

Section 1. Repealing Bill No. 62-2014 and directing the mayor to execute the 4th Addendum to the Lease Agreement with the Reading Area Water Authority (RAWA) as attached in Exhibit A.

Section 2. All ordinances or resolutions, or parts of ordinances or resolutions, insofar as they are inconsistent with this Ordinance are hereby repealed.

Section 3. 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 affected 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 4. This ordinance shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted: _____, 2014

President of Council

Attest:

City Clerk

(Council Staff)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

**FOURTH ADDENDUM TO THE LEASE AND OPERATING AGREEMENT
BETWEEN THE CITY OF READING, PENNSYLVANIA AND
THE READING AREA WATER AUTHORITY**

THIS FOURTH ADDENDUM, (the “Fourth Addendum”) by and between the City of Reading, Berks County, Pennsylvania (“City”) and the Reading Area Water Authority (“Authority”), is hereby entered into this ____ day of November, 2014 (“Addendum Date”), and hereby amends the Lease and Operating Agreement between the City and the Authority dated May 20, 1994, effective June 1, 1994, as supplemented in January, 1995, and amended in October, 1997, December, 2010, and 2012.

RECITALS

A. WHEREAS, the Authority has been incorporated pursuant to an Ordinance of the Council of the City and is existing under the provisions of the Act of Assembly approved May 22, 1945, P.L. 382, as amended and supplemented, known as the “Municipality Authorities Act of 1945” (the “Act”);

B. WHEREAS, the City leases its Water System to the Authority pursuant to the terms of the Original Amended Lease (hereinafter defined);

C. WHEREAS, the Council of the City (“Council”) enacted Ordinance 46-2014 on or about May 27, 2014, 2014, purporting to terminate the Original Amended Lease, take back the water system pursuant to Section 5622 of the Act, 53 Pa. C.S.A. § 5622, and dissolve the Authority;

D. WHEREAS, the parties mutually desire to enter into this Fourth Addendum in order to, among other things, strengthen the City’s oversight of the Authority and the Water System and in order to protect the City’s investment in the Water System currently operated by the Authority; and

NOW THEREFORE, the Authority and the City, in consideration of the agreements, conditions and covenants herein contained, each intending to be legally bound, hereby covenant and agree as follows:

Definitions. Unless otherwise defined herein, all capitalized terms used in this Fourth Addendum shall have the meanings ascribed to them in the Original Amended Lease (as hereinafter defined).

All references in this Fourth Addendum or the Original Amended Lease to the “Lease” or “herein” or “hereunder” or other similar terms shall mean the Original Amended Lease, as amended by this Fourth

Addendum.

“Original Amended Lease” shall mean the collective agreement by and between the City and the Authority as evidenced by the Lease and Operating Agreement between the City and Authority, dated May 20, 1994, effective June 1, 1994, as supplemented in January, 1995, and amended in October, 1997, December, 2010, June 2012, and _____, 2014, and as the same may hereinafter be amended, supplemented or modified from time to time.

Authority Budget. Not later than November 1 of each year, beginning November 1, 2014, the Authority shall transmit its proposed Budget for the next Fiscal Year to City Council by delivery to the City Clerk. Council shall have thirty (30) days to review, and provide comments to the Authority on, such proposed budget. The Authority shall give due consideration to the comments of the Council and the Mayor’s Office of the City prior to the adoption of the budget by the Authority.

Authority Contracts.

Prior to approval by the Authority, of any (a) proposed Authority contracts for professional services, (b) proposed Authority contracts related to the expansion of the Water System, and (c) proposed Authority contract under which the Authority is, or may be, obligated to pay more than of Two Million (\$2,000,000.00) Dollars in any rolling twelve (12) month period or having a cumulative term of more than one year, including any renewal periods, shall be submitted to the City Clerk for review by City Council and shall require approval by City Council, subject to the condition that if (i) the contract shall be subject to bid and for routine purchases of utilities, chemicals and supplies; (ii) the contract shall be necessary to respond to an emergency; or (iii) the contract shall be necessary to comply with the mandate of a regulatory body or court having jurisdiction and authority over the Authority, then in such event, the Authority shall be free to approve or award such contract without Council’s approval but with notice to Council.

The Authority shall not enter into any Authority contract required to be submitted to City Council as provided above unless approved by City Council. The foregoing notwithstanding, the Authority may enter into Contracts submitted to City Council without City Council approval if Council shall fail to act on a proposed contract within thirty (30) days of the City Clerk’s receipt of same.

Authority Debt. All new debt incurred by the Authority after the date of this Addendum shall require approval by resolution of City Council. All such requests by the Authority for approval of new debt shall be accompanied by a written explanation as to the following:

A description of the project or purpose for which the new debt will be incurred;

A comprehensive description of the terms and conditions of the proposed financing;

A five (5) year projection of the impact of the debt on Authority finances; and

The impact of the new debt on the Authority's debt service coverage ratio, including details of the calculation of the debt service coverage ratio

Authority Solicitor. The Authority shall appoint an Authority Solicitor annually. No individual attorney or law firm or affiliated organization shall serve as Authority Solicitor for more than six (6) out of any ten (10) consecutive years. Neither the current solicitor of the Authority nor any firm with whom he is then affiliated may serve as Authority Solicitor beyond the first Authority meeting in January 2019. In the final year of the current Authority Solicitor's term as solicitor, the Authority shall retain the services of a new solicitor for at least six (6) months prior to the conclusion of the current solicitor's term.

Authority Board. The Authority agrees within twenty (20) days from the date of this Addendum to propose an amendment to its Articles of Incorporation in accordance with Section 5605 of the Act to increase the number of members of its Board from five (5) to seven (7) members and shall submit said proposed amendment to Council of the City for approval by resolution or ordinance.

Authority Audit. The Authority shall provide the City Clerk and City Auditor with a correct and complete final draft copy of the Authority's audited financial statements no later than May 30 of each year and a copy of the Authority's final audited financial statement by June 15 of each year.

Annual Water System Plan Review. No later than June 30 of each year, the Authority shall present an annual plan including a statement and current status of goals and objectives and a detailed management discussion and analysis of operations and finances, to the City Clerk for agreement or disagreement by City Council by September 1 of each year.

Authority Financial Reports and Debt Closing Binders. The Authority shall provide the City Clerk and City Auditor with correct and complete copies of current quarterly financial reports of the Authority no later than 45 days after the end of each fiscal quarter of the Authority. The Authority shall provide the City Clerk and City Auditor with any other financial or operational information in its possession or readily obtainable that is requested by Council within ten (10) days of such request. The Authority shall provide the City Clerk and City Auditor correct and complete executed copies of all existing Authority debt closing transcripts, bibles and documents within forty-five (45) days from the date of this Addendum. Going forward, the Authority shall provide the City Clerk and City Auditor correct and complete executed copies of all Authority debt closing transcripts, bibles and documents within ten (10) days from the date of the closing of any debt incurred by the Authority.

Lease Payments. The Authority and the City agree that the Financing Fee component of the Lease

payment for each calendar year, beginning January 1, 2015 shall be Nine Million Two Hundred Seventy-Five Thousand Dollars (\$9,275,000.00), which amount reflects the fair rental value of the Water System. Beginning January 1, 2020, the amount of the Financing Fee component of the Lease payment for each calendar year shall be increased on January 1 of each year by an amount equal to the positive change in the Consumer Price Index for the most recently completed twelve (12) month period for which such index is reported (expressed as a percentage) multiplied by the amount of the Financing Fee Component of the Lease payment for the immediately preceding January 1 or 2.5% per annum, whichever amount is greater. The base amount of the Financing Fee component of the Lease payment was arrived at by taking into consideration the valuation report dated November 12, 2014 prepared by Herbert, Rowland and Grubic, Inc., a consulting firm selected by the Center for Local Government Excellence at Albright College and the valuation obtained by the City from Municipal & Financial Services, dated March 27, 2014. All other components of the Lease payment of the Original Amended Lease, including the Meter Surcharge component, shall remain unchanged.

Termination. Section 7.05 of the Original Amended Lease shall be amended in its entirety to read as follows:

Either the City or the Authority may terminate the Original Amended Lease by serving written notice on the other of its intent and desire to terminate the Original Amended Lease on the date specified in such notice, which shall be a date not earlier than one hundred eighty (180) days from and including the date of such notice, in which event the Original Amended Lease shall terminate as of the date specified in such notice.

IN WITNESS WHEREOF, the City of Reading, Berks County, Pennsylvania, has caused this Fourth Addendum to be executed in its name and on its behalf by its Mayor and its official seal to be affixed hereunder and attested by its City Clerk, and the Reading Area Water Authority has caused this Agreement to be executed in its name and on its behalf by its Chairperson or Vice Chairperson and its corporate seal to be affixed hereto and attested by its Secretary or Assistant Secretary, all as of the day and year first above written.

City of Reading

Reading Area Water Authority

By: _____
Mayor

By: _____
Chairperson

Attest: _____
City Clerk

Attest: _____
Asst. Secretary

BILL NO. ____ 2014
AN ORDINANCE
AMENDING THE CITY OF READING CODE, SECTION 212, FEES

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

Section One: Section 212, Fees, of the Code of the City of Reading is amended in accordance with Appendix A contained herein.

Section Two: This Ordinance shall become effective January 1, 2015.

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: _____

APPENDIX A

§ 212-106 Commercial Code.

<u>Residential</u> , commercial, industrial, institutional plan review	\$200.00
Accessibility plan reviews and inspections	2% of the aggregate cost of labor and materials, but not to exceed \$2,000
<u>Fast Track plan review</u>	<u>\$400.00</u>

§ 212-107 Construction Code: Electrical Code.

Special Electrician	Reciprocity fee: \$80 <u>\$100</u> Exam fee: \$80 <u>\$100</u> Annual fee: \$40 <u>\$50</u>
Electrical Installer A	Reciprocity fee: \$80 <u>\$100</u> Exam fee: \$80 <u>\$100</u> Annual fee: \$40 <u>\$50</u>
Electrical Installer B	Reciprocity fee: \$80 <u>\$100</u> Exam fee: \$80 <u>\$100</u> Annual fee: \$40 <u>\$50</u>
Electrical Installer C	Reciprocity fee: \$80 <u>\$100</u> Exam fee: \$80 <u>\$100</u> Annual fee: \$40 <u>\$50</u>

§ 212-109 Construction Code: Mechanical Code.

Mechanical Journeyman	Reciprocity fee: \$80 <u>\$100</u> Exam fee: \$80 <u>\$100</u> Annual fee: \$40 <u>\$50</u>
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§ 212-110 Construction Code: Plumbing Code.

Journeyman Plumber	Reciprocity fee: \$80 <u>\$100</u> Exam fee: \$80 <u>\$100</u> Annual fee: \$40 <u>\$50</u>
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Appliance Contractor Plumber

Reciprocity fee: ~~\$80~~ **\$100**
Exam fee: ~~\$80~~ **\$100**
Annual fee: ~~\$40~~ **\$50**

Appliance Installer Plumber

Reciprocity fee: ~~\$80~~ **\$100**
Exam fee: ~~\$80~~ **\$100**
Annual fee: ~~\$40~~ **\$50**

§ 212-119 Miscellaneous.

Bid Protest Fee

**5% of contract award amount,
or, if the contract value cannot
be determined, \$1,250.00**

BILL NO. _____

AN ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, CHAPTER 467 SEWERS AND SEWAGE DISPOSAL, PART 1 SEWER SERVICE RENTAL, SECTIONS 467-101, 467-102, 467-103, 467-104, AND 467-106 TO ALLOCATE THE SEWER SERVICE RENTAL BETWEEN THE SANITARY SEWER AND STORMWATER SEWER.

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

SECTION 1. Section 467-101 Imposition of rental; effective date shall be deleted and replaced with the following:

SECTION 467-101. Imposition of sewer service rental; effective date.

A sewer service rental shall be imposed upon the owners of all properties within the City which are drained directly by the sanitary sewage system or from which sewage is transported to and treated at the sewage treatment works of the City. The sewer service rental shall be comprised two components, a sanitary sewer rental and stormwater sewer rental,. The total amount of the sewer service rental is calculated in accordance with Section 467-103 A through D and then allocated as a sanitary sewer rental and stormwater sewer rental as set forth in Section 467-103 E and F.

SECTION 2. Section 467-102 Disposition of funds collected shall be deleted and replaced with the following:

SECTION 467-102. Disposition of funds collected.

The funds received from the collection of sewer service rental shall be deposited in the Fund 55. The sanitary sewer rental shall transferred to the Sewer Enterprise Fund, as necessary, and used solely for the purpose of defraying the expenses of the City in the administration, operation, maintenance, repair, alteration, inspection, improvement, depreciation, amortization of indebtedness and interest thereon, arising out of or connected with the sanitary sewage and sanitary sewage disposal system of the City, in accordance with the provisions of the Act of 1935, P.L. 1286, it amendments and supplements, 53 P.S. § 2231 et seq. The stormwater sewer rental shall be used for the purpose of defraying the expenses of the City in the administration, operation, maintenance, repair, alteration, inspection, improvement, depreciation, amortization of indebtedness and interest thereon, arising out of or connected with dams and the stormwater sewer system of the City.

SECTION 3. Section 467-103 Sewer service rental shall be amended to add a new Subparts E and F as follows:

SECTION 467-103. Sewer service rental.

- E. Allocation of Sanitary Sewer Rental. The sanitary sewer rental shall equal ninety percent of the total sewer service rental.
- F. Allocation of Stormwater Sewer Rental. The stormwater sewer rental shall equal ten percent of the total sewer service rental.

SECTION 4. This Ordinance shall be effective on January 1, 2015.

Enacted _____, 2014

President of Council

Attest:

City Clerk

(LAW DEPT)

Submitted to Mayor: _____

Date: _____

Received by Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

**BILL NO. _____ 2014
AN ORDINANCE**

**AN ORDINANCE AMENDING THE 201 GENERAL FUND BUDGET, RE-
ALLOCATING FUNDS FROM THE CONTINGENCY FUND TO LAW DEPARTMENT
BUDGET LINE ITEM SPECIAL COUNSEL CONTRACTED SERVICES.**

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Authorizing the amendment of the 2014 Budget by transferring a total of \$50,000 from the Contingency Fund to the Law Department Budget line item for Special Counsel Contracted Services (01-12-25-4216) to cover additional legal costs associated with legal service providers.

SECTION 2: This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 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
AN ORDINANCE

AN ORDINANCE AMENDING THE 2014 GENERAL FUND BUDGET, RE-ALLOCATING FUNDS FROM THE CONTINGENCY FUND TO FIRE DEPARTMENT BUDGET TO BE SPLIT BETWEEN SUPPRESSION WAGES AND EMS WAGES.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Authorizing the amendment of the 2014 Budget by transferring a total of \$360,000 from the Contingency Fund to the Fire Department Budget to be split between Suppression wages and EMS wages.

SECTION 2: This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2014

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

BILL NO. ____-2014

AN ORDINANCE

ESTABLISHING A FOUR-WAY STOP INTERSECTION
AT WEST WINDSOR AND MCKNIGHT STREETS, AS PER CITY CODE SECTION 567-213

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

SECTION ONE. The intersection of McKnight and West Windsor Streets is hereby established as a four-way stop intersection, as per City Code Section 567-213

SECTION TWO. Drivers of all vehicles approaching said intersections shall come to a complete stop and not proceed into said intersection until it can be done with safety, as provided in the Pennsylvania Motor Vehicle Code.

SECTION THREE. 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 by Council _____, 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

AN ORDINANCE

ESTABLISHING A FOUR-WAY STOP INTERSECTION
AT WEST GREENWICH AND TULPEHOCKEN STREETS, AS PER CITY CODE SECTION
567-213

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

SECTION ONE. The intersection of West Greenwich and Tulpehocken Streets is hereby established as a four-way stop intersection, as per City Code Section 567-213

SECTION TWO. Drivers of all vehicles approaching said intersections shall come to a complete stop and not proceed into said intersection until it can be done with safety, as provided in the Pennsylvania Motor Vehicle Code.

SECTION THREE. 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 by Council _____, 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: _____

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

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

That Heather Hanna is reappointed to the Library Board with a term ending December 31, 2019.

Adopted by Council_____, 2014

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk