



# ***CITY COUNCIL***

## ***Standards of Living Committee***

**Monday, July 20, 2015**  
**Council Office**  
**5:00 pm**

**The Standards of Living Committee's responsibilities and topics include but are not limited to Housing Planning strategies, Building, Trades and Property Maintenance Inspection and Enforcement, Public Safety, Public Works, Police, Fire, Neighborhood Parks, Neighborhood Revitalization, Community Development, Customer Service, Graffiti Abatement, Community Group Organization and Support**

**Committee Members:** Mr. Sterner, Mr. Daubert (Co Chairs) and Mr. Marmarou

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

*All electronic recording devices must be at the entry door in all meeting rooms and offices, as per Bill No. 27-2012*

### **I. Poultry Market**

### **II. Hillside MOU**

### **III. Agreements with Organizations that utilize City facilities**

- a. Baer Park Fieldhouse - include use as polling place for Primary and Gen Elections**
- b. East Ends**
- c. Green House**
- d. Fire Tower**
- e. Redevelopment Authority**
- f. Playground Associations & Other Organizations**

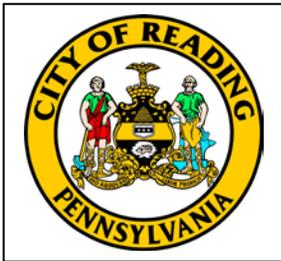
### **IV. Updates**

- UGI Meter Relocation and Utility Cuts and Enforcement of Street Cut Ordinance re maintenance of street cuts - in progress**
- Zoning Backlog**

**Follow Up:**

**July**

- **Zoning Changes Needed to Implement Comprehensive Plan**
- **Utility Cuts and Enforcement of Street Cut Ordinance re maintenance of street cuts**



# *CITY COUNCIL*

## *Standards of Living Committee*

**Monday, June 15, 2015**  
**Meeting Report**

**Committee Members Attending:** D. Sterner, C. Daubert (Co-Chair), S. Marmarou

Others Attending: S. Katzenmoyer, F. Denbowski, R. Johnson

The meeting was called to order at 5:02 pm by Mr. Daubert.

### **I. Update Implementation of New Zoning Backlog Process**

No one was present to provide an update.

Mr. Daubert requested that this issue not be listed for discussion until there is real progress made on the backlog. The Committee agreed.

*(Note: no progress is being made unless pushed forward by Council.)*

### **II. Agreements with Organizations that Utilize City Facilities**

Mr. Daubert stated that there were no representatives from the organizations present.

- East Ends

Ms. Katzenmoyer stated that this agreement expired in 2012. She stated that they have not been making their payments to the City. Mr. Johnson agreed that they are very behind financially.

Mr. Sterner stated that this issue was left go for too long. He stated that it needs to be addressed.

Mr. Daubert requested background as he was not on Council when this was discussed in the past. Mr. Marmarou stated that it is a private club located on City property. He stated that the club has been having financial difficulties.

Mr. Sterner noted that this should be a priority. He suggested that it be addressed through the legal office and that the property be torn down if there is no other use for it. Mr. Johnson expressed the belief that the property has historic value and cannot be demolished. He agreed that it is in very bad condition. He stated that he will follow up with Mr. Coleman.

- Baer Park

Mr. Marmarou stated that the fieldhouse cannot be used by anyone using the baseball field and that this is where the restrooms are located. He stated that a concession stand could also be operated there if access is granted.

Ms. Katzenmoyer stated that she has been unable to locate an agreement for the fieldhouse. She suggested that it was an oral agreement with a former administration.

Mr. Denbowski questioned if MOUs from former administrations are valid after the change in an administration. He suggested that it may no longer be valid and it is unknown if an MOU was executed.

Mr. Sterner stated that a third party should not have total control of a facility. Mr. Denbowski stated that Mr. Coleman is working on this.

Mr. Sterner suggested that the Rec Commission and Mr. Coleman continue working on this and that it should be a priority. He stated that concessions could be fundraising for the Commission.

Mr. Denbowski stated that there are many issues with his fieldhouse. Mr. Johnson stated that he will work with Mr. Coleman.

Mr. Sterner stated that this is a great park that is heavily used by the community. He stated that the fieldhouse use is dysfunctional and the community needs access.

Mr. Johnson apologized for being unprepared for these discussions.

- Greenhouse in City Park

Mr. Marmarou suggested that a private business is operating in the greenhouse.

Mr. Johnson stated that Alvernia uses the greenhouse for plantings. He stated that PermaCultivate has educated the public on aquaponics.

Ms. Katzenmoyer stated that there is an MOU on file that is not executed or dated.

Mr. Sterner noted the need to update the agreement.

Mr. Denbowski noted the need for standard language.

Mr. Sterner stated that the agreements should not be MOUs but should be lease agreements approved by Council. Mr. Denbowski agreed as there are many legal implications.

Mr. Daubert requested clarification on the MOU being void at the end of an administration. Ms. Katzenmoyer stated that she will seek a legal opinion. *(Note: Mr. Coleman stated that they are not null and will carry forward through transition.)*

- Fire Tower

Mr. Denbowski stated that former Mayor McMahon was working on an agreement with Pagoda Skyline for the fire tower but that it was not finalized. He noted the need to revisit this issue.

Mr. Marmarou expressed the belief that the portion of the grounds containing the foundation from the Tower Hotel is not City owned and is not located in the City. He relayed a story about a crime he investigated in that area that should have been addressed by Alsace Township.

Mr. Sterner noted the need to move all these agreements forward as they have gone unfinished for too long.

Mr. Daubert requested that a representative from the groups be present for future discussions.

Mr. Sterner asked that this committee review the draft lease agreements and that a group rep should also attend.

The Committee suggested this prioritization:

- Baer Park fieldhouse
- East Ends
- Greenhouse

- Fire Tower

### **III. Updates**

- UGI Meter Relocation

Mr. Daubert stated that nothing ever changes with this topic. He described a situation at a local business where children are constantly playing on the meter.

Mr. Johnson stated that a meeting was held this afternoon that included the Mayor, himself, Building and Trades, Legal and HARB. He stated that he will provide a meaningful update to the Committee at their next meeting.

Mr. Marmarou stated that if a child is injured on a meter the City will be sued. Ms. Katzenmoyer agreed and stated that the homeowner will also be held responsible.

Mr. Johnson stated that if Building and Trades is notified about an inappropriate installation the City can order it be relocated.

- SALDO

Ms. Katzenmoyer suggested that this be removed from the agenda. She expressed the belief that it will be done after the Comprehensive Plan and Zoning Ordinance are complete. She stated that it is not logical to do it now and then again in a short time.

- Agreements with Playground Assns & Other Organizations

Mr. Denbowski explained that the Hillside Playground Assn has folded. He stated that there are questions about whether their possessions and funds revert to the City or the Rec Commission. He noted the need for agreements with playground associations.

Mr. Sterner recommended that their possessions and funds be turned over to the Rec Commission. He stated that the playground association worked to benefit the children in the neighborhood, not the City.

Mr. Denbowski suggested that the playground association can determine how the funds are used. He stated that he would personally recommend they be used to benefit the youth.

Mr. Sterner questioned if this was an administrative or Council function. Mr. Denbowski stated that this is another legal issue. He stated that there is no written agreement. He noted the value of the Christmas decorations.

Mr. Sterner stated that Hillside has a playground leader funded by the Rec Commission. He suggested that the funds be used for this program.

Mr. Daubert suggested that the playground association decide.

Mr. Twyman arrived at this time.

Mr. Sterner again noted his preference that the funds go to the Rec Commission. He suggested that the Rec Commission work to preserve the Hillside holiday display.

Mr. Denbowski questioned who would facilitate the transition. He stated that the Rec Commission works closely with recreation issues. Mr. Sterner stated that this is a legal issue. He stated that this topic has been on the agenda for 2 – 3 years and that it is time to complete it.

Mr. Marmarou also noted his preference that the funds go to the Rec Commission.

Mr. Denbowski noted the need for the City to set the agreement terms. He stated that this is City property. He noted that it is time to revisit this issue.

#### **IV. PermaCultivate - Greenhouse**

Mr. Daubert questioned if Mr. Twyman had a copy of the terms of the MOU. Mr. Twyman distributed an undated, unexecuted MOU. He explained that when the MOU was drafted a lease agreement was not needed. He stated that he would be happy to cooperate with the City to update the agreement.

Mr. Twyman stated that PermaCultivate is very happy at the greenhouse. He stated that approximately 2,000 people have toured the facility since it is operational. He stated that they continue to engage the Reading School District and local non-profits.

Mr. Twyman explained that this use was tied to the City Park Master Plan which called for use of the greenhouse. He stated that this occurred at the same time the Conservancy announced that it would be leaving its facility in City Park.

Mr. Twyman stated that PermaCultivate volunteered to supply the plants for the downtown planters. He invited Council members to tour the facility.

Mr. Twyman stated that PermaCultivate has been a steward to the community. He noted their recent work with Jim Reber to beautify the monuments in veteran's grove.

He stated that work will begin soon and that the work has been approved by Public Works.

Mr. Marmarou questioned what is done with the funds earned by the project. Mr. Twyman stated that there are no excess funds. He stated that some plants are sold at the farmers market. He stated that they pay consultant fees and that funds are received mostly by donation.

Mr. Sterner questioned how funds were raised at the greenhouse in the past. Mr. Marmarou stated that there were poinsettia sales. Mr. Twyman agreed and stated that Friends of the Greenhouse held poinsettia sales for many years as a fundraiser. He stated that they were also sponsored by National Penn Bank. He stated that this is very difficult work and that he is not trained in horticulture.

Mr. Marmarou stated that in the past the park was maintained by a groundskeeper.

Mr. Twyman stated that PermaCultivate also assists with the maintenance of the rose garden.

Mr. Daubert stated that he has toured the facility. He questioned if the tilapia are being sold. Mr. Twyman stated that there aren't enough to sell. He stated that the group is not marketing the tilapia. He stated that he does not go there during City hours. He stated that PermaCultivate is in a transition period and that there will be a change of direction. He stated that plant sales will never sustain the operations. He explained that most of the labor is volunteer but there are two staff positions. He stated that Public Works has always been very cooperative.

Mr. Daubert questioned if there were partnerships with local eateries. Mr. Twyman stated that there was a partnership with Sofrito's for lettuce for a short time.

Mr. Daubert suggested that a lease agreement be finalized by December 2015. Mr. Twyman stated that this is possible. He stated that the group does carry liability insurance.

Mr. Marmarou questioned the bomb shelter. Mr. Twyman stated that he was inside once. He stated that it is full of mold. He stated that PermaCultivate was hoping to grow mushrooms inside but that it would take too much work to prepare.

Mr. Johnson questioned if there was an executed MOU. Mr. Twyman stated that there is not.

The meeting adjourned at 5:54 pm.

Respectfully submitted,  
*Shelly Katzenmoyer*  
Deputy City Clerk

Luis M. Tejada  
1332 N. 14<sup>th</sup> Street  
Reading, PA 19604  
Tel: 267-614-9834

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April 1, 2015

Mr. Francis Acosta, City Council President  
815 Washington Street  
Reading, PA 19601

Re: Live Poultry Market Ordinance

Dear Francis;

It is with great pleasure and special privilege that I attempt to solicit your services and your support in order to have this city and its residents benefit from the proposed ordinance draft which is attached. This proposed ordinance will serve to amend Chapter 141 of the Animal Control Code which will allow for the operation of a Sustainable Live Poultry Market within the City Limits.

Based on our research, Urban Agricultural Residential Farming has been adopted in many cities across the nation, including New York, New Jersey and Philadelphia, allowing for the operation of Live Poultry Markets to take place within their city limits. Those businesses have grown and have become very successful businesses throughout the years as a result.

In an effort to provide fresh food, fresh produce to our residents and those of the surrounding areas, rather than have them travel many miles, we are requesting and recommending that you, along with Mayor Vaughn Spencer be the ones to introduce this draft to City Council and Zoning for their review, discussion and ultimate approval on the proposed ordinance draft that will facilitate the operation of a Live Poultry Market within our city limits. As a result, many people will benefit from having access to live sustainable livestock which will promote and provide a healthier eating lifestyle. Please note that I would like to have this amended draft to be submitted to City Council for discussion at the next city council meeting which is scheduled for April 6, 2015.

I should also inform you that the attached Ordinance Amendment Draft follows the principles that have been utilized by the City of Philadelphia and other cities across the nation and is the basis of the foundation of our proposal of said amendment to Chapter 141 Part 2 Animal Control.

The proposed changes will amend the following:

- **Section 141-202** – Definitions to include **Animal Husbandry/Farm Animals** (Domesticated Agricultural Livestock)
- **Section 141-204** – the **Keeping of Farm Animals**
- **Section 141-206** – **Sanitary Standards for Live Poultry Markets/Slaughterhouses.**

In conclusion I would like to leave you with the following statement, *"It seems that if we want to be a town that does its part for sustainability, this is something we ought to consider. I think we want to*

Luis M. Tejada  
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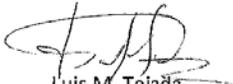
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April 1, 2015

*allow folks to use their good judgment and move toward more sustainable food practices.” – Mayor John Engen, Missoula, MT.<sup>1</sup>*

Your time, energy, effort and collaboration on this project are greatly appreciated. Please note that with the approval of this ordinance, it will be demonstrated to the people of this City that this Administration is one that truly embraces the slogan that Reading is a Business Friendly City.

Respectfully Submitted,

  
Luis M. Tejada

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<sup>1</sup> Moore, Michael. Urban Chickens Scratching up a Controversy in Missoula. Available online at (<http://www.missoula.com/new/node/226>)

To: Honorable Vaughn Spencer, Mayor – City of Reading, Pa.  
Mr. Lenin Agudo – Executive Director CED  
Mr. Francis Acosta – President City Council City of Reading, Pa.  
City Council Members

From: Luis Tejada – Proprietor, Las Colinas Naturally Grown Free Ranged Live Poultry Market, LLC.

Date: April 1, 2015

Re: **Urban Agricultural Live Poultry Market Ordinance Proposed Amendment Draft Chapter 141 Part 2 Animals** – Reading, Pa.

**Dear Esteemed Mayor, City Council President and City Council Members,**

Attached you will find a draft of proposed amendment changes that with your approval, would allow the operation of a Live Poultry Market venture within the city limits of the City of Reading, Pa. These Ordinance changes will embrace Urban Agriculture through the use of sustainable farming. Cities across the nation are currently experiencing a growth in the sales of organic and non-organic live poultry and domesticated agricultural animal livestock which is custom slaughtered and prepared for the benefit of the end user who would then become the ultimate consumer. Because our business will be one that embraces sustainable farming methods, based on our research, we will be able to provide our city residents with the juiciest, freshest 100% Naturally Grown Free Ranged poultry, fowl, domesticated agricultural animal, etc. The beauty of it is that the residents of this city would no longer have to travel outside the city for miles in order to acquire the services of a Sustainable Live Poultry Market because one will now be located in their own back yard.

It has recently been discovered that, *“red meats, including beef, pork and lamb contain a sugar that’s created naturally by many other meat-eating animals, but not by humans. The sugar identified as Neu5Gc, caused tumors in mice genetically engineered. This is the first time we have directly shown that mimicking the exact situation in humans—feeding nonhuman Neu5GC and inducing anti-Neu5Gc antibodies—increases spontaneous cancers in mice.”*<sup>1</sup> – Ex. 20 What that simply means is that as humans ingest red meats, including beef, pork and lamb, the human body begins to create an antibody called Neu5Gc to fight the foreign sugar Neu5Gc being ingested into the body and as a result, cancerous tumors are formed.

Understanding that for the first time in this city, the sustainable live poultry market urban agricultural business is going to be permitted within the city limits of Reading, Pa., we believe that this business should therefore be setting the state for future businesses. Additionally, we believe that Las Colinas Naturally Grown Free Ranged Live Poultry Market, LLC. should be used as a health study project which will help us to keep track of and identify the benefits of improved health through sustainable live poultry markets.

As a result, we are humbly requesting that City Council and the Mayor approve these ordinance amendments with the understanding that no other live poultry market will be allowed to operate within the city limits of the City of Reading, Pa for the first three years after the onset of the operations of Las Colinas Naturally Grown Free Ranged Live Poultry Market, LLC. at which point City Council and the

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<sup>1</sup> “Scientists Discover New Connection Between Red Meat and Cancer” – [ibitimes.com](http://ibitimes.com) – Ex. 20

Mayor will revisit and review the operation and its existence and the impact it has had on the community for the past 3 years, at which point discussions will take place for the allowance of additional Live Poultry Market Operations, etc. within the City of Reading.

The Live Poultry Markets are improving the economic growth and health of residents of many cities throughout our nation by allowing residents the ability to acquire live fresh poultry and meats right in their own back yard. As a result, it has created an environment that truly embraces sustainable living. Please allow Las Colinas Naturally Grown Free Ranged Live Poultry Market, LLC. operations to be the pioneers in Berks County that similarly resembles the operations of live poultry markets which are currently located in Philadelphia, New York, New Jersey, Massachusetts, Connecticut and across the nation.

In conclusion I would like to leave you with the statement that was made by Mayor John Engen of Missoula Mt. which states:

*"It seems that if we want to be a town that does its part for sustainability, this is something we ought to consider. I think we want to allow folks to use their good judgment and move toward more sustainable food practices."*<sup>2</sup>

Many cities and town are now looking at how they can be more sustainable. And allowing urban poultry or other domesticated agricultural animal business venture to take place, cities are one step towards that goal of increased sustainability. Not only can urban agricultural live poultry market businesses provide residents with fresh, healthy and an important food source, but they also bring about an increased awareness of our relationship to the food cycle. By forming a just and well thought out pro-poultry/domesticated urban agricultural animal livestock ordinance, cities can allow Urban Agricultural Live Poultry Markets the right to keep poultry, fowl and other domesticated agricultural animal livestock within the city limits, while also addressing the concerns of other stakeholder groups.

With that said, *"city councils and mayors should approach the issue of urban domesticated agricultural animal livestock exclusively allowed for the purposes of operating a Live Poultry Market with the city limits with a "how to" rather than a "yes" or "no" approach as a growing list of pro-urban agricultural businesses and residents currently embrace sustainable urban agricultural farming methods within cities across the nation and they've already proven that it can be done successfully."*

Thank you for your time and consideration on this matter.

My Deepest Regards,

Luis J. Tejada

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<sup>2</sup> Moor, Michael. Urban Chickens Scratching up a Controversy in Missoula. Available online at <http://www.missoula.com/news/node/226>

LAS COLINAS NATURALLY GROWN FREE RANGED LIVE POULTRY MARKET, LLC. ©  
2014

BUSINESS PLAN

Property of:

Company Name: LAS COLINAS NATURALLY GROWN FREE RANGED LIVE POULTRY  
MARKET, LLC. ©

Address: 1332 N. 14 STREET, READING, PA 19604

Contact: LUIS M. TEJADA

Telephone: 267-614-9834

Fax:

Email: tejadaluism65@gmail.com



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Information contained here-in is under a Mutual Non-Disclosure Agreement.

EXECUTIVE SUMMARY

With a population of 88,080 the City of Reading, Pa has the ability to become the correct market of diversified cultures for live sustainable meats sales. ~~Exhibit 1A, 1B~~

In addition the recent laws mandating that fast food restaurants print the amount of calorie intake is pushing the average American to eat healthier. And nothing screams healthier than natural grown, free ranged fresh meat. With that said, we felt that there is something that screams healthier than natural grown, free ranged fresh meat and that would be the ability to acquire Naturally Grown Fresh Meat Custom Prepared according to your liking. According to the Agricultural Marketing Resource Center, the sales of organic poultry is the largest.

The ORGANIC POULTRY PROFILE goes on to state that not only is Chicken, *“the most popular natural organic meat, is purchased by more than 7 in 10 shoppers a total of 73% of the population of shoppers. The chicken market dominates because of the relatively short production cycle, low price premium and integrated production compared to beef or pork.”* ~~Exhibits 2A, 2B, 2C~~

Pa stands behind California in the number of broilers being raised on a yearly basis with 537,000. In addition, the sales of organic broilers raised in pa total over \$15.1 million in 2008. Furthermore, the eggs produced by those organic broilers in pa totaled over 14.4 million dozen in 2008. (NASS 2010) ~~Exhibits 2-A, 2-B~~

We must also mention that besides the poultry mentioned above there is yet another called the layer hen. The market in PA for 2008 for the organic layer hen was 598,000 adding an additional \$2.2 million to the organic layers sales overall for the U.S. We cannot forget the sales of the organic duck, turkey etc. We want to be able to push organic fresh and healthy and located right in your own back yard. All you have to do is pick it and we will prepare it for you *“to your liking.” “Increased poultry consumption coupled with the growth and awareness of the organic food market signifies opportunities in this agricultural sector”* and we wish to be that opportunity. ~~Exhibit 2-B (Outlook)~~

Now let's turn your attention to that of the market that includes naturally grown free ranged goats, sheep, pigs, rabbits, etc. That market is also very big and opportunistic for us. With the sales of live poultry, goat, duck meat slaughterhouses growing in N.Y., New Jersey and Philadelphia, it is without a doubt that we believe that this business would grow in terms of profitability, employment and size. There are various cultures that prefer to purchase their meats

<sup>1</sup> Reading (city) Quick Facts from the US Census Bureau - Exhibits 1-A and 1-B

<sup>2</sup> AGMRC - Agricultural Marketing Resource Center Organic Poultry Profile - Exhibits 2-A, 2-B, 2-C

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the freshest way possible. These cultures include those of the Chinese, Trinidad, Jamaica, Puerto Rico, Santo Domingo, Mexican, Cuban, etc. ethnicities. ~~Exhibits 3A, 3B, 3C, 3D, 3E, 3F~~

In a "Vivero" or Live Poultry Slaughterhouse in New York called **Jackson Live Market** located at 316 Jackson Avenue in *Mott Haven* one, "*can find live chickens, guinea hens and quail in rows of cages stacked five high*". One can also find, "*a plump Muscovy duck for \$3 per pound while observing forty goats, four sheep and a bull placidly munched hay nearby.*" The amount of live slaughterhouses in New York neighborhoods has grown astronomically over the past years especially in neighborhoods of diverse backgrounds, like the City of Reading paving the way for what we like to appropriately label a "Renaissance of the Live, Naturally Grown, Sustainable Kind". ~~Exhibits 3A, 3B, 3C, 3D, 3E, 3F~~

The aforementioned article further states that tens of thousands of shoppers frequent the city's nearly 80 live poultry and animal markets, their owners estimate. For some customers, it's a question of cultural and culinary habits. For others, it's a matter of religious conviction.

The number of markets has nearly doubled in the past decade and a half. In Philadelphia there is currently a listing of 26 live poultry slaughterhouses. ~~Exhibit 4A, 4B~~ When we googled live poultry markets in Berks County, we came up with the following, Woodsong Hollow Farm in Boyertown<sup>3</sup> - Exhibits 5-A, 5-B, 5-C. Compared to 26 Live Poultry Markets in Philadelphia, and over 80 in New York, we here in the City of Reading are in desperate need of a Sustainable Live Poultry Market which is to be called Las Colinas. Because there are no Sustainable Live Poultry providers in the City of Reading, and very few in Berks County, we are losing out on this very lucrative and opportunistic business venture in the Live Poultry Market.

We would like to leave you with this last bit of information from **Local Harvest** regarding pastured chicken and the poultry market, "*The average American eats about 80 pounds of chicken per year, which makes it by far the main source of animal protein in the American diet.*" In addition, "*Sustainable Live Poultry meat is much healthier and tastier than industrial chicken*" because they are "*grass-fed, pastured, and grown the old-fashioned way.*" ~~Exhibit 6~~  
A

With that said, we are here today because we seek the cooperation, approval and licensing and blessing of all the respected and necessary City, State and Federal Authorities for us to be able to fulfill our dream of opening up the first of its kind, Las Colinas Sustainable Live Poultry Market

<sup>3</sup> New York's live markets sell chickens, goats, and rabbits to customers who want only the freshest, Lore Croghan and Patty Lee - Daily News Staff Writers - June 26, 2011

<sup>4</sup> Yellowpages.com Live Poultry Market in Philadelphia

<sup>5</sup> Agmap.psu.edu - AgMap - Woodsong Hollow Farm

<sup>6</sup> Local Harvest.com, Pastured Chicken

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a business in the City of Reading, Pennsylvania in order to be placed on the map along with those live poultry market businesses in Philadelphia, New York and New Jersey.

Please note that besides employment opportunities, this business would allow the students who are studying agriculture in the area, the opportunity of intern and externship with our business. We look to partner Penn State University and those within our local community in order to turn this investment into a win/win opportunity for everyone involved.

### COMPANY OVERVIEW

The nature of our business is to become a naturally grown free ranged live poultry supplier in the City of Reading. Because of the growing popularity with Live Poultry Slaughterhouse Market in places like, New York, New Jersey, Philadelphia, etc. and because more and more people are being pushed into living a healthier eating lifestyle we believe that Las Colinas Naturally Grown Free Ranged Live Poultry Market, LLC would be a large asset to our Community.

It is said that people buy live poultry for slaughter for various reasons. But the primary reason for purchasing live poultry is because of the following comments from common everyday folk, "I like to buy the meat alive," she said. "When you buy it in the supermarket, it smells. You don't know how long it's been sitting." - Lore Croghan <sup>13</sup> **Exhibit 3C**

Luis Salcedo swears by the fresh-killed kind of goat meat he purchases. "It's delicious," said Salcedo, 35, of Yonkers, who makes his purchases at Jackson Live Market. "You call one friend and say, 'We're gonna do a 'chivo' [goat live], and everybody shows up." The animals will be weighed live, and tags indicating their weight are attached. After the animal is custom slaughtered and prepared for the customer, the weight will be reduced. **Exhibit 3C**

"By providing a naturally grown product it indicates that no antibiotics, no hormones, no pesticides or herbicides, no artificial ingredients were ever used it will attract many diversified cultures within our community to our business and city for our much needed services. In addition, our Product is free ranged/not caged which means that the animals are not stressed indicating that our product is reflective of the freshest, healthiest, juiciest meat available on the market which will NOW be processed in your own backyard." **Exhibit 7A**

We intend to market inside and outside the community on the hispanic radio stations, 91.3 FM, 92.3 FM and 1340 AM. In addition, we will be advertising in the Hispanic Newspapers in the area as well as in the Merchandiser, WEBU, the Reading Eagle, etc.. We would also distribute flyers throughout the community informing them of our services. Also, we hope to utilize word of mouth referrals in order to grow our business. It is our belief that because we would be the only live organic poultry slaughterhouse in Berks County and in the City of Reading, we would receive calls from customers throughout the local townships and boroughs regarding custom preparations of the slaughter of the live sustainable products being provided to be custom

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<sup>13</sup> New York's live markets sell chickens, goats and rabbits to customers who want only the freshest by Lore Croghan and Patty Lee / Daily News Staff Writers - June 26, 2011

<sup>14</sup> products.mercola.com/organic-chicken - "Certified 100% Organic Free-Range Chicken: An exceptionally Clean, Healthy and Delicious Source of Essential Protein!"

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prepared for their gratification through our company, the **Las Colinas Naturally Grown Free Ranged Live Poultry Market, LLC.**

We believe that this business will positively impact our community all around, through our sales, advertising, employment, internship and externship opportunities which should be reflected in our economic growth. Based on the statistics provided and the research done, the Sustainable Poultry and Egg business is up and growing at a very generous rate on a yearly basis. That can only mean that the outlook for a very profitable future is a positive one.

The City of Reading has already begun tapping into the agricultural market by bringing the farm to the city via the Farmer's Markets. Let us continue to grow the agricultural arena by including the ability to provide custom live sustainable poultry products to the residents and visitors of the City of Reading.

The freshest and healthiest live products right in your own backyard, **LAS COLINAS NATURALLY GROWN FREE RANGED LIVE POULTRY MARKET, LLC.**

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

AN ORDINANCE

**AMENDING THE CODE OF ORDINANCES OF THE CITY OF READING, CHAPTER 141 ANIMALS, PART 2, ANIMAL CONTROL, BY AMENDING SECTIONS THROUGHOUT, TO ALLOW THE OPERATION OF AN URBAN AGRICULTURAL LIVE POULTRY MARKET WITHIN THE CITY LIMITS**

**WHEREAS**, the residents of the City of Reading will benefit from having access to live sustainable naturally grown free ranged livestock within the city limits; and

**WHEREAS**, other cities across the nation have already amended their ordinances in order to include Livestock as part of the Urban Agricultural Environment within their cities and the businesses, municipalities and city residents have benefited from those ordinance amendments; and

**WHEREAS**, the City of Philadelphia currently has over 26 Live Poultry Markets within its city limits; and

**WHEREAS**, the consumption of Beef, Pork and Lamb produces a sugar molecule (Neu5Gc) that has been linked to cancer; and

**WHEREAS**, the City of Reading is moving towards a more Sustainable Health Environment; and

**WHEREAS**, the diverse cultures within the city and outside the city can enjoy the privilege of purchasing a live animal for their own personal consumption.

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

**SECTION 1.** Chapter 141 Animals, Part 2 Animal Control is amended as attached.

**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 \_\_\_\_\_, 2015

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

Attest:

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

(Board of Health)

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by the Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Chapter 141

ANIMALS

PART 1  
Pigeons

- § 141-101. Coop size and number of pigeons.
- § 141-102. Sanitary maintenance; loud noises prohibited.
- § 141-103. Feeding prohibited.
- § 141-104. Humane disposition of pigeons at large.
- § 141-105. Violations and penalties.
- § 141-207. Restraining and confinement generally.
- § 141-208. Restraint of guard dogs.
- § 141-209. Restraining of dangerous dogs or aggressive dogs.
- § 141-210. Property owners may impound.
- § 141-211. Return of animal to owner.
- § 141-212. Disposition of large animals.
- § 141-213. Dangerous dog and/or aggressive dog permits.

PART 2  
Animal Control

- § 141-201. Purpose.
- § 141-202. Definitions.
- § 141-203. Nuisances.
- § 141-204. Keeping of exotic animals, domestic agricultural animal, or native wildlife animal.
- § 141-205. Caring for animals.
- § 141-206. Sanitation.
- § 141-214. Impoundment.
- § 141-215. Notice to owner and redemption.
- § 141-216. Animal Control Board established.
- § 141-217. Animal Control Board; powers and duties.
- § 141-218. Sanctions and remedies.
- § 141-219. Appeals.
- § 141-220. Enforcement.
- § 141-221. Violations and penalties.

[HISTORY: Adopted by the City Council of the City of Reading as indicated in part histories. Amendments noted where applicable.]

GENERAL REFERENCES

Health code — See Chapter 288, Part 1.  
Noise — See Ch. 387.

Parks and recreation — See Ch. 396.

STATE LAW REFERENCES

Dog Law of 1982 — See 3 P.S. 459-101 et seq.  
Domestic Animal Law — See 3 Pa.C.S.A. § 2301 et seq.  
Board of Health authority regarding keeping and slaughtering animals — See 53 P.S. § 37308(11).

Rabies Prevention and Control in Domestic Animals and Wildlife Act — See 3 P.S. § 455.1 et seq.  
Dangerous dogs — See 3 P.S. § 459-502-A et seq.  
Cruelty to animals — See 18 Pa.C.S.A. § 5511.  
Carrier and racing pigeons — See 53 P.S. § 3951 et seq.

CHAPTER 141 - PART 2

**Animal Control**

[Adopted 11-15-2005 by Ord. No. 72-2005 (Ch. 2, Part 1, of the 2001 Code of Ordinances)]

**§ 141-201. Purpose.**

The purpose of this Part is to promote the public health, safety and general welfare of the citizens of the City of Reading and to ensure the humane treatment of animals by regulating the care and control of animals within the City.

~~§ 141-202. Definitions. [Amended 12-28-2009 by Ord. No. 57-2009]~~

When used in this Part, the following words, terms, and phrases, and their derivations, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ANIMAL—Construed in a broad sense to include not only mammals, but also birds, reptiles and insects.

ANIMAL CONTROL OFFICER —— A City employee or agent authorized to enforce the City of Reading Code, an employee of the designated animal control authority or agent of the City, designated by the Mayor to administer and enforce the licensing/permit, inspection and enforcement requirements contained within this Part.

ANIMAL HOSPITAL —— Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of animal diseases and injuries.

**ANIMAL HUSBANDRY** — — A branch of agriculture concerned with the production and care of domestic agricultural farm animals by humans for profit is also considered to be advantageous to humans.

**ANIMAL NUISANCE** — — Any nuisance arising out of the keeping, maintaining or owning of, or failure to exercise sufficient control of, an animal.

**ANIMAL SHELTER** — — Any facility operated by the City or designated animal control authority for the temporary care, confinement and detention of animals and for the humane euthanization and other disposition of animals. The term shall also include any private facility authorized by the Mayor or his designee to impound, confine, detain, care for or destroy any animal.

**AT LARGE** — — An animal is off the premises of the owner, and not on a leash or otherwise under the immediate control of a person physically capable of restraining the animal.

**ATTACK** — — The deliberate action of a dog, whether or not in response to a command by its owner, to bite, to seize with its teeth or to pursue any human, animate or inanimate object, with obvious intent to destroy, kill, wound, injure or otherwise harm the object of its action. All attacks shall be reported to the City of Reading Health Officer within 48 hours (see Chapter 288, Part 1, Health Code, § 288-110, Animal bite incidents, of the Code of the City of Reading).

**CRUELTY** — — Any act of omission whereby unjustifiable physical pain, suffering or death of

an animal is caused or permitted, including failure to provide proper drink, air, space, shelter or protection from the elements, a sanitary and safe living environment, veterinary care or nutritious food in siphoned quantity. In the case of activities where physical pain is necessarily caused, such as medical and scientific research, food processing, customary and normal veterinary and agricultural husbandry practices, pest elimination, and animal training and hunting, "cruelty" shall mean a failure to employ the most humane method reasonably available.

DESIGNATED ANIMAL CONTROL AUTHORITY ——— Agency that has a contract with the City of Reading for animal control.

DISPOSITION — — Adoption, quarantine, voluntary or involuntary custodianship or placement, or euthanasia humanely administered to an animal. "Disposition" includes placement or sale of an animal to the general public, or removal of an animal from any pet shop to any other location.

DOG, AGGRESSIVE — —

DOG, DANGEROUS — — Any dog as defined in 3 P.S. § 459-502-A(1).

DOMESTIC AGRICULTURAL ANIMAL — — Any nonwildlife or nonexotic species altered through controlled breeding for the primary purpose of urban agricultural use or farming purposes. (See Farm Animal Below)

DOMESTIC COMPANION ANIMAL — — Any nonwildlife or nonexotic species altered through controlled breeding for the primary purpose of human companionship and serving no

widely recognized agricultural, farming use or working purposes.

EXEMPT EXOTIC ANIMAL — — Any nondomestic animal not native to Pennsylvania routinely offered for sale by pet stores within Pennsylvania, nonpoisonous reptiles not exceeding a maximum length of 60 inches at maturity, nonpoisonous fish, and nonpoisonous amphibians not requiring state, federal, or City permitting.

EXOTIC ANIMAL — — Any rare or unusual animal pet or an animal kept as a pet which is not commonly thought of as a pet may also be a species which is not indigenous to the locale including, but not limited to, alligators, crocodiles, foxes, tortoises, skunks, raccoons, chinchillas, wild felines, snakes, lizards, scorpions, and nonhuman primates.

~~FARM ANIMAL - Any chicken, goose, duck, turkey, goat, sheep, or other farm animal, provided such other farm animal presents a public nuisance due to smell and/or noise. Does not include a cat, dog or horse.~~

GUARD OR ATTACK DOG — — A dog trained to attack on command or to protect persons or property, and who will cease to attack upon command.

HEEL — — The animal is directly behind or next to a person and obedient to that person's command.

IMPOUNDMENT — — The taking into custody of an animal by any police officer, animal control officer, or any authorized representative thereof

KENNEL — — Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling dogs or cats.

~~LIVE POULTRY MARKET~~ — — Any premises where live poultry are assembled and held for sale and slaughter. (See Slaughterhouse)

MUZZLE — — A device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

NATIVE WILDLIFE ANIMAL — — All non domestic animals naturally occurring in the wild within the borders of Pennsylvania.

OFFICER — — Police officer and/or duly appointed animal control officer.

OWNER — — Any person having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to, any animal covered by this Part. An animal shall be deemed to be harbored if it is fed or sheltered for three or more consecutive days.

PERSON — — Any individual, partnership, association, corporation, company, firm, institution, trustee, estate, trust, any private entity or public entity as well as all officers, agents, servants, employees or others acting for any of the same, and shall be taken as applying in the singular or

plural as the case may require.

**PUBLIC NUISANCE ANIMAL**—Any animal that unreasonably annoys humans, endangers the life or health of person or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "public nuisance animal" shall include, but not be limited to:

- A. Any animal that is found running at large.
- B. Any dog or cat in any section of a park or public recreation area unless the dog or cat is controlled by a leash or similar physical restraint.
- C. Any animal that damages any property other than that of its owner.
- D. Any animal that makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored shall be governed by Chapter 387, Noise, § 387-104, Specific prohibited acts, of the Code of the City of Reading.
- E. Any animal that causes fouling of the air by noxious or offensive odors and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored.
- F. Any animal in heat that is not confined so as to prevent attraction or contact with other animals.
- G. Any animal, whether or not on the property of its owner, that without provocation, molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right-of-way.

H. Any animal that chases motor vehicles in a public right-of-way.

I. Any animal that attacks domestic animals.

J. Any animal that causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored.

K. Any animal that is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence or the inadequacy of the facilities.

**SANITARY** — — A condition of good order and cleanliness to minimize the possibility of disease transmission.

**SLAUGHTERHOUSE** — — A building where animals are killed for their meat after being sold to the end user. (See **LIVE POULTRY MARKET**)

**SUSTAINABLE AGRICULTURE** - The production of food, fiber, or other plant or animal products using farming techniques that protect the environment, public health, human communities and animal welfare.

**UNDER RESTRAINT** — — An animal is secured by a leash, lead under the control of a person physically capable of restraining the animal and obedient to that person's commands, or securely enclosed within the real property limits of the owner's premises.

**URBAN AGRICULTURE** - the growing of plants and the raising of animals for food within and around the city limits.

VICIOUS OR DANGEROUS ANIMAL ——— Any animal that attacks, bites, or physically injures human beings, domestic animals, or livestock without provocation or which, because of temperament or training, has a known propensity to attack, bite, or physically injure human beings, domestic animals, or livestock. Any wild animal or any animal that without provocation has bitten or attacked a human being or other animal shall be prima facie presumed vicious or dangerous. All attacks and bites must be reported to the City's Health Officer within 48 hours (see Chapter 288, Part 1, Health Code, § 288-110, Animal bite incidents, of the Code of the City of Reading).

**§ 141-204. Keeping of exotic animals, domestic agricultural animal (Animal Husbandry), or native wildlife animal. [Amended 12-28-2009 by Ord. No. 57-2009]**

A. It shall be unlawful for anyone to own, harbor or permit at large any exotic animal, domestic agricultural animal, or native wildlife animal within the city without a permit issued by the Animal Control Board. Such permit shall be given only if it is demonstrated to the satisfaction of the Board that the animal will not constitute a threat to public health or safety.

B. The application for such permit shall be on a form supplied by the City and shall be submitted to the City Clerk's Office along with a fee for the first calendar year in an amount as set by the ordinance, as provided in Chapter 212 Fees. The fee shall be disbursed partly to the designated animal control authority and partly to the City to cover the costs of inspections and administration, as provided in Chapter 212 Fees.

**ANIMAL HUSBANDRY** is subject to applicable regulations on farms animals whereby the livestock must be fenced or enclosed from abutting residential uses.

**Keeping Farm Animals.**

**(1) No person shall keep a farm animal anywhere except:**

**(a) at a licensed slaughterhouse or commercial retailer of live animals sold to be killed for use as food by the End User. (Urban Agricultural Purposes);**

**(b) if the animal was purchased to be killed for food and is kept for no more than 4 hours;**

**(c) at a zoological park;**

**(d) at a veterinary hospital or clinic;**

**(e) at an animal shelter;**

**(f) at a circus or other licensed entertainment venue;**

**(g) at a facility used for educational or scientific purposes, such as schools and laboratories.**

**§ 141-205. Caring for animals.**

Pa. Code Animal Regulations; see 18 Pa.C.S.A. § 5511.

Any animal that is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence or the inadequacy of the facilities.

K. It shall be unlawful for anyone to own, harbor or permit at large any exotic animal, domestic agricultural animal/farm animal, or native wildlife animal within the City without a permit issued by the Animal Control Board. Such permit shall be given only if it is demonstrated to the satisfaction of the Board that the animal will not constitute a threat to public health or safety.

A. The application for such permit shall be on a form supplied by the City and shall be submitted to the City Clerk's Office along with a fee for the first calendar year in an amount as set by ordinance, as provided in Chapter 212, Fees. The fee shall be disbursed

partly to the designated animal control authority and partly to the City to cover the costs of inspections and administration, as provided in Chapter 212, Fees.:

B. The fee is levied per business/household, not per exotic animal.

**§ 141-206. Sanitation [Amended 12-28-2009 by Ord. No. 57-2009]**

- A. All persons shall be responsible for the sanitary maintenance of the premises on which any animals are harbored, housed, maintained or kenneled.
- B. Animal shelters, or areas in which animals are maintained, shall be permitted only as approved by the City Zoning Department. Animal shelters shall not be constructed or located in such a manner that it creates a health hazard or nuisance to the adjoining property owners.
- C. People owning, harboring, or keeping an animal within the City shall not permit any waste matter from the animal to collect and remain on the property of the owner or custodian, or on the property of others to cause or create an unhealthy, unsanitary, dangerous or offensive living condition on the owner's or custodian's property or to abutting property of others.
- D. Excess Animal Food shall not be allowed to accumulate in such a manner as to create a food source for bacteria, insects or rodents.
- E. No person shall maintain, transport or carry any animal or pet into any eating and drinking establishment, food manufacturing or food service facility, except trained, certified service dogs.
- F. Owners of leashed or unleashed animals shall be responsible for the removal and disposal of fecal matter deposited by his animal anywhere within the City.

**G. Sanitation of Live Poultry Markets / Slaughterhouses**

Every Live Poultry Market/Slaughterhouse or place where the business of slaughtering poultry, beef, or swine or preparing the same for market, is carried on, and the implements, utensils and appliances used therein, shall at all times be kept in a clean and sanitary condition.

(a) Hogs Prohibited. No hogs shall be kept in connection with or within five hundred feet of such slaughterhouse.

(b) Disposal of offal and refuse. All offal, refuse and waste material shall be stored within 24 hours and disposed of in a sanitary manner.

(c) Water Supply. An adequate water supply both hot and cold, shall be provided and arranged so as to permit a thorough washing of walls, floors and equipment of the slaughterhouse.

(d) Disposal of fat and bones. All bones and fat shall be placed in covered container and removed from the slaughtering room within twenty-four hours.

(e) Hides and pelts. Hides and pelts shall not be stored on the floor of any room used for slaughtering, storing or preparing meats or meat food products.

**H. Construction and Sanitary Requirements - Live Poultry Markets / Slaughterhouses**

(a) Construction rooms and floors

(1) The floors shall be of brick, concrete or other hard impervious materials and properly sloped to outlets covered with removable grating, the bars of which shall not be more than one-half inch apart;

(2) The walls shall be covered or made to a height of seven feet with concrete at least three inches thick or other approved impervious material;

(3) all rooms shall be properly ventilated and well lighted;

(4) Properly ventilated and refrigerated cooling and storage rooms shall be provided and kept in a clean and sanitary condition. They shall be screened so as to prevent the entrance of flies and insects.

(b) Sterilization of apparatus. All apparatus, containers and implements used shall be thoroughly cleansed daily after using, with boiling water, live steam or other efficient sterilizing agent subject to the approval of the director of health.

(c) Meat to be kept off the floor. Meat shall be placed on racks, hooks, tables or in suitable containers and shall never be placed on the floor.

(d) Sanitation of Yards. The yards, fences, pens, chutes and alleys on the premises, whether they are used or not, shall be maintained in a sanitary condition.

(e) Disposal of wastes. Proper facilities shall be provided for the collection and disposal of all liquid wastes, including blood, floor washings and other materials.

(f) Toilets to be provided. Toilets shall be provided for the use of the employees, the type and location to be approved zoning.

**E. Zones where Live Poultry Markets / Slaughterhouses are permitted within the city limits include:**

a. Commercial Manufacturing - CM

b. Heavy Manufacturing - HM

c. Commercial Residential - CR

**§ 141-207. Restraining and confinement generally.**

**§ 141-208. Restraint of guard dogs.**

All persons shall be responsible for the sanitary maintenance of the premises on which any animals are housed, maintained or kenneled.

A. Animal shelters, or areas in which animals are maintained, shall be permitted only as approved by the Health Officer. Animal shelters shall not be constructed or located in such a manner that it creates a health hazard or nuisance to the adjoining property owners.

B. People owning, harboring or keeping an animal within the City shall not permit any waste matter from the animal to collect and remain on the property of the owner or custodian, or on the property of others so as to cause or create an unhealthy, unsanitary, dangerous or offensive living condition on the owner's or custodian's property, or to abutting property of others.

C. Excess animal food shall not be allowed to accumulate in such a manner as to create a food source for bacteria, insects or rodents.

D. No person shall maintain, transport or carry any animal or pet in any eating and drinking

establishment, food manufacturing or food service facility, except trained, certified service dogs.

E. Owners of leashed or unleashed animals shall be responsible for the removal and disposal of fecal matter deposited by his animal anywhere within the City.

**LEASE AGREEMENT**

THIS AGREEMENT WITNESSETH, that the CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter referred to as the "Lessor", in consideration of the rents and covenants hereinafter mentioned, does demise and lease unto EAST END ATHLETIC CLUB, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the "Lessee".

ALL THAT CERTAIN piece of ground and the building thereon erected, known as the "Mineral Spring Hotel" property, in the said City of Reading, County of Berks and Commonwealth of Pennsylvania, as depicted on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto the said East End Athletic Club, subject to the conditions of this Lease, for a term of three (3) years, beginning October 1, 2009, and ending September 30, 2012.

IN CONSIDERATION OF WHICH the said East End Athletic Club agrees to pay the said City of Reading the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per month, payable monthly in advance at the Office of the Director of Finance or his designee of said City of Reading, or at such place within said City as said Lessor may in writing from time to time direct, without demand being made therefore, and to pay within thirty (30) days after the same shall become due and payable all bills for gas, electric, and water, consumed in or on said premises during the continuance of this Lease, and after that time, until the supply of the same is stopped by the proper authorities. In addition, Lessee shall be responsible for and pay the cost of all trash and garbage collection.

In addition to the monetary rent and other payments required herein, the East End Athletic Club further agrees to pay promptly any and all real estate taxes which may be levied against the within premises.

The Lessee further covenants that it will not assign this Lease nor sublet the said premises, nor any part thereof, or use or occupy the same for any other purpose than as a private club without the written consent of the said Lessor first had and obtained and during the said term shall keep the said premises in good condition, order and repair, remove or cause to be removed any and all ashes, rubbish or refuse matter therefrom, and at the termination thereof, deliver up the said premises in as good condition, order and repair as the same now are, reasonable wear and tear, and damage by accidental fire excepted.

The said Lessee agrees to make all necessary alterations, improvements or repairs to the interior and exterior of said premises at its own expense, subject to the supervision and approval of the Director of Public Works or such other individual as may be designated in writing by the Mayor of the City of Reading. In the event another individual is so designated, the Mayor shall provide Lessee with a copy of the appointment of such individual in writing. The Lessee agrees to be responsible for the maintenance of the grounds surrounding the premises as depicted on Exhibit "A" attached hereto and made a part hereof and cross-hatched. Maintenance shall include, but not be limited to, removal of all trash and debris which may be found in and upon such grounds.

Lessee shall be responsible for maintaining, repairing and plowing of the access road from the point depicted on Exhibit "A" attached hereto and made a part hereof.

And the said Lessee further agrees that if the rent shall remain unpaid for a period of thirty (30) days thereafter, then the Lessor may enter the premises, and proceed by distress and sale of the goods there found to pay the Lessor the rent in arrears and all

costs and officer's commission, including the five percent attorneys fees.

The said Lessee further agrees that all goods on the said premises and for thirty (30) days after removal, shall be liable to distress for rent, and hereby waives the benefit of all exemption laws in relation thereto. And said Lessee further agrees that this waiver shall extend and be applicable to any process, execution or executions, that may be issued in any and all suits, actions or proceedings, for the collection of rent due and in arrears, for any gas, electric, real estate taxes, or water bills, left unpaid, for any expense incurred in removing ashes, rubbish or refuse from said premises, or any other bill required to be paid by the Lessee which is left unpaid, and for damages for the non-fulfillment of any covenant(s) herein contained.

It is further agreed that the said Lessor shall have the option to renew this Lease for up to two (2) additional terms of one (1) year each provided that Lessor gives Lessee at least One Hundred Eighty (180) days written notice prior to the expiration of the Lease term of its intention to exercise its option to renew as set forth hereunder. Upon exercise of the option to renew and so long as Lessee is not in default at the time that the new term commences, all of the terms and conditions of this Lease shall remain in effect with the exception that the rental amount will be subject to good faith negotiation between Lessor and Lessee. In the event that the parties cannot agree on the rental amount, the Lease shall terminate at the expiration of its term.

It is further agreed that Lessor may at any time terminate the term of this Lease upon One hundred Eighty (180) days prior written notice in the event that Lessor shall in its sole discretion determine that the premises are needed for or to further the exercise of its municipal powers for the benefit of the public.

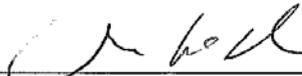
And it is further agreed that if the said rent shall at any time be in arrears and unpaid, or if the said Lessee shall sublet or otherwise use the said premises that as above expressed, or shall fail to comply with the conditions of this Lease, or notice given under the terms hereof, or shall not well and truly perform and fulfill all covenants or conditions herein contained by said Lessee to be performed and kept, then this Lease shall, at the option of the said Lessor, cease and absolutely determine and any attorney may immediately thereafter as attorney for the said Lessee, at the sole request of the said Lessor, sign an agreement for entering in any competent court, an amicable action and judgment in ejectment (without any stay of execution or appeal) against the said Lessee and all persons claiming under said Lessee for the recovery by the said Lessor of possession of the nearby demised premises, without any liability on the part of the said attorney, for which this shall be a sufficient warrant; and therefore upon a writ of habere facias possessionem may issue forthwith without any prior writ or proceeding thereon, or concerning the same; and hereby agrees that no writ of error or objection or exemption shall be made or taken thereto; and a copy of this Lease, verified by affidavit, being filed in said action, it shall not be necessary to file the original as a warrant of attorney, any law or rule of court to the contrary notwithstanding. No such determination of this Lease not taking nor recovering possession of the premises shall deprive the Lessor of any other action against the Lessee for possession, for rent, for any gas, electric, real estate taxes or water bill left unpaid, for any expenses incurred in removing the ashes, rubbish or refuse matter from said premises, or for damages.

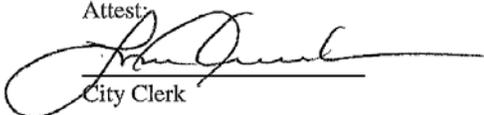
Notwithstanding anything herein contained to the contrary, Lessor shall have the right and the commencement of the term of this Lease shall be conditional upon Lessor

inspecting the premises being leased hereunder to determine if there are any structural or other major defects with respect to the building situated on the premises. If any such structural or other major defects are found as a result of such inspection, Lessee shall promptly make the necessary repairs prior to the commencement of the term of this Lease. Lessor shall have the right from time to time with twenty-four (24) hours prior written notice to enter upon the premises for the purpose of making an inspection to determine if repairs are necessary. In the event the repairs are determined to be necessary by Lessor, Lessor shall provide Lessee with thirty (30) days prior written notice to make such repairs and thereafter such repairs shall be commenced and completed within a sixty (60) day period by Lessee at Lessee's expense. In the event Lessee shall not make such repairs, the Lessor shall have the right to make such repairs and charge Lessee the cost of same as additional rent.

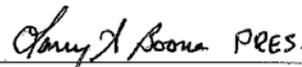
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Lease this 21<sup>ST</sup> day of SEPTEMBER, 2009.

CITY OF READING

By:   
Mayor

Attest:  
  
City Clerk

EAST END ATHLETIC CLUB

By:  PRES.  
President

Attest:  
\_\_\_\_\_  
Secretary

## Memorandum of Understanding

Between

City of Reading  
815 Washington Street  
Reading, PA 19601-3615

And

PermaCultivate  
556 S. 18th Street  
Reading, PA 19606

This MEMORANDUM OF UNDERSTANDING (MoU) is hereby made and entered into by and between The City of Reading, hereinafter referred to as Party A, and PermaCultivate, hereinafter referred to as Party B.

### **A. PURPOSE:**

The purpose of this MoU is to establish mutually acceptable guidelines for the terms of use for the City Greenhouse by Party B. The City Greenhouse, located on Constitution Blvd. in City Park, is owned by Party A and is currently operated and maintained by the Department of Public Works.

In lieu of a formal lease agreement, which both parties intend to pursue with involvement and approval of Council, Party A agrees to provide the necessary authorization, information, and access to the City Greenhouse to Party B for the purposes of establishing a commercial-scale farming operation in one vacant portion of the building with the potential for future expansion into other areas of the building.

The scope of the agreement includes Party A and Party A's departments including the Department of Public Works, as well as Party B and Party B's Reading Roots Urban Farm project.

### **B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

Party A Mutual Benefits and Interests

Outlined by the 2007 City Park Master Plan<sup>1</sup>, the City Greenhouse is "*underused and more public programs should be integrated into the use of the greenhouse*" (p. 14). This MoU benefits Party A by providing an opportunity to execute the following objective in the plan:

"In order to incorporate the Greenhouse into City Park the city should coordinate with local senior citizens groups, the School District, and Master Gardeners groups, and other interested community organizations to develop a greater public involvement in the Greenhouse." (p. 24)

Additional mutual benefits for Party A include the potential for income generation and cost reduction from a long-term lease of the facility.

#### Party B Mutual Benefits and Interests

The City Greenhouse is an essential component of Party B's Reading Roots Urban Farm project. The facility, which is located in close proximity to several educational institutions as well as other partners of Party B, will be utilized for both intensive food production and regular educational programming. Party B will benefit from immediate use of the greenhouse to prepare for and produce food as a vendor at the 2011 Penn Street Market, a city-county initiative related to Party A's Downtown 20/20 and Main Street Program goals.

#### C. PARTY B SHALL:

Establish and conduct operations [described in operation overview] in the partial front area of the building, which includes two tables in the front and one of the rear tables, with respect to Party A's operations

1. Observe established facility operation policies and procedures
2. Observe greenhouse management best practices
3. Reserve the ability to alter the space (described in C1.), within reason, as necessary for effective operation and execution of production plans. If the agreement is cancelled the area must return to the condition that it was before the agreement was enacted.
4. Accommodate space to Party A for Spring planting and other operations as needed
5. Offer regularly scheduled public tours
6. Conduct regular workshops with classes from the school district and other partners

<sup>1</sup> [http://www.readingpa.gov/mayor\\_city\\_park\\_master\\_plan.asp](http://www.readingpa.gov/mayor_city_park_master_plan.asp)

7. Provide Party A with a calendar of planned events and daily operation schedule, including a daily building log for staff and visitors
8. Provide liability insurance of \$2 million to cover general risks associated with Party B's operation
9. Indemnify Party A from risks directly associated with Party B's operation

**D. PARTY A SHALL:**

1. Conduct operations with respect to Party B's operations
2. Remain responsible for overall facility management and operation
3. Provide Party B necessary authorization and access to the building and building facilities including but not limited to electrical hook-ups, water supplies, and restroom.
4. Provide Party B documentation of all building operation policies and procedures
5. Provide Party B monthly utility cost reports in order to begin tracking usage
6. Provide Party B documentation of scheduled facility use by the City or civic groups and regularly communicate upcoming events
7. Indemnify Party B from risks directly associated with Party A's operation

**E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts Party B or Party A from participating in similar activities with other public or private agencies, organizations, and individuals.

2. COMMENCEMENT/EXPIRATION/TERMINATION. This MoU takes effect upon the signature of the Party B and Party A and shall remain in effect until a formal lease agreement takes effect. This MoU may be extended or amended upon written request of either the Party B or Party A and the subsequent written concurrence of the other. Either the Party B or Party A may terminate this MoU with a 60-day written notice to the other.

3. RESPONSIBILITIES OF PARTIES. Party B and Party A and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

***Party B Project Contact***

***Party A Project Contact***

Eron Lloyd

President & Treasurer

Phone: 484-529-9223

Phone:

E-Mail: [eron@permacultivate.org](mailto:eron@permacultivate.org)

E-Mail:

***Party B Administrative Contact***

***Party A Administrative Contact***

Eron Lloyd

President & Treasurer

Phone: 484-529-9223

Phone:

E-Mail: [eron@permacultivate.org](mailto:eron@permacultivate.org)

E-Mail:

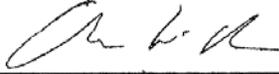
5. NON-FUND OBLIGATING DOCUMENT. Nothing in this MoU shall obligate either the Party B or Party A to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Party B and Party A will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MoU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

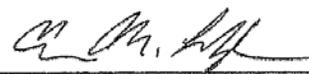
6. AUTHORIZED REPRESENTATIVES. By signature below, Party A and Party B certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

Party A

Party B

X   
\_\_\_\_\_  
DATE: 3/29/11  
\_\_\_\_\_

X   
\_\_\_\_\_  
DATE: 3/29/2011  
\_\_\_\_\_

|                          |              |
|--------------------------|--------------|
| Drafted by               | City Clerk   |
| Sponsored by/Referred by | City Council |
| Introduced on            |              |
| Advertised on            | N/A          |

**RESOLUTION NO. \_\_\_\_\_ 2015**

**WHEREAS**, the City of Reading City Council enacted an amendment to the City’s Zoning and Housing Permit Ordinances in December 2011, which will necessitate Conditional Use Hearings for the rental properties that are bound in a “backlog” due to incomplete applications or other administrative problems; and

**WHEREAS**, City Council and City staff developed a change in the process that will alter the process originally defined by Resolution 28-2012 to alleviate the backlog and allow the Conditional Use applications bound in the backlog to be handled in a reasonable and expedient manner.

**NOW THEREFORE BE IT RESOLVED, by Council of the City of Reading, as follows:**

Repealing Resolution 28-2012 and setting out the following process to handle Conditional Use Hearings for the properties currently bound in the zoning backlog:

1. **Independent Hearing Officer** shall conduct hearings for properties in the high density residential zones with 6 units and less (*hearings for all properties in low density R1, R1A and R2 zoning districts and seeking 7 or more units or rooms will be referred to a Full Council Conditional Use Hearing*). Recommendations to approve or deny the applications shall each be forwarded for City Council approval no later than the first or third Monday of the month. Each recommendation of the Independent Hearing Officer shall contain the following information to support the recommendation:
  - a. The square footage of the units(s)
  - b. The year the property was purchased and the number of units the property had when it was purchased
  - c. How the property was purchased; through a realtor or by private sale
  - d. The year the property was registered with Property Maintenance and Zoning as a rental property
  - e. The history of paid housing permits issued by Property Maintenance

- f. The number of off-street parking spaces provided or the executed lease agreement for off street parking in the vicinity of the rental unit
  - g. The number of electric meters provided
  - h. The building/trades permits pulled when the additional unit(s) were added
  - i. The year the efficiency unit was created, as applicable (the 2010 zoning ordinance prohibits efficiency units)
  - j. The year the rooming house was created, as applicable (the 2010 zoning ordinance prohibits rooming/boarding houses)
  - k. A copy of the business license, payment history and the year it was obtained
  - l. The date of the last Property Maintenance inspection at the property, the number of units identified and the year the property was in compliance with the local codes.
  - m. The date the Health and Safety Inspection was performed and the year the property was in compliance with the local codes
2. **Full Council** shall conduct Conditional Use Hearings for properties for all properties located within low density zoning districts – R1, R1A and R2 and those seeking 7 or more rental units (including rooms)
  3. With the adoption of this Resolution City Council also authorizes the Administration to retain the services of an Attorney who is a member of the Berks County Bar Association selected through the RFP process to conduct the hearings as set forth in Item 1 above and a transcriptionist obtained through the RFP process, to provide transcripts as requested for all hearings set forth herein.
  4. This Resolution shall become effective immediately.
  5. Proper officers of this City are authorized and directed to do such things as may be necessary to carry out the intent and purpose of this Resolution.
  6. In the event any provision, section, sentence, clause or part of this Resolution shall be held invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this City that such remainder shall be and shall remain in full force and effect.

DULY ADOPTED by the Council of the City of Reading, Berks County, Pennsylvania, this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF READING,  
Berks County, Pennsylvania

By \_\_\_\_\_  
Francis Acosta, President of Council

Attest: \_\_\_\_\_  
Linda A. Kelleher CMC, City Clerk