

BILL NO. 55-2010

AN ORDINANCE

**AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO EFFECTUATE THE TRANSFER OF OWNERSHIP OF PREMISES KNOWN AS "THE FIRE TRAINING CENTER", READING, BERKS COUNTY, PA FROM THE CITY OF READING TO THE COUNTY OF BERKS.**

WHEREAS, the City of Reading is interested in transferring ownership of property known as "the Fire Training Center", Reading, Berks County, Pennsylvania; and

WHEREAS, the County of Berks is willing to obtain ownership of said premises under certain conditions; and

WHEREAS, the City of Reading finds that said conditions are acceptable.

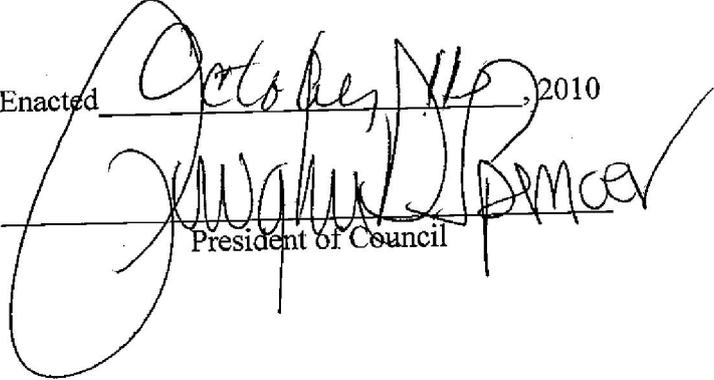
**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** The Mayor is authorized to execute any and all documents required to effectuate the transfer of the ownership of premises known as "the Fire Training Center", Reading, Berks County, Pennsylvania, (pursuant to the attached agreement's conditions) from the City of Reading to the County of Berks.

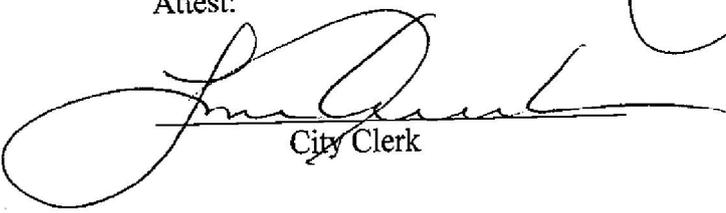
**SECTION 2.** This Ordinance shall be effective ten (10) days after passage and approval by the Mayor.

Enacted

October 14, 2010

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

Attest:

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

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

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

Received by the Mayor's Office: JK

Date: 10/16/10

Approved by Mayor: [Signature]

Date: 10/12/10

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

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

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the County of Berks, with its principal place of business at 633 Court Street, 13<sup>th</sup> Floor, Reading, Pennsylvania 19601 (hereinafter the "County") and the City of Reading (hereinafter the "City"), with its principal place of business at 815 Washington Street, Reading, Pennsylvania 19601.

WHEREAS, the City of Reading is the current fee simple owner of land and various improvements including the Berks County Fire Training Center which was constructed and is maintained by the County.

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

1. The City shall transfer within three (3) months of subdivision approval by the City Planning Commission, for the consideration of one dollar (\$1.00) and without restriction, fee simple title to the Fire Training Center land and all buildings. The land and building transfer shall include all land currently enclosed within the chain link fence of the Fire Training Center and the parking lot area adjacent to the Fire Training Center Administration Building as will be more specifically defined upon completion of the survey referenced in paragraph three (3). In addition, the County shall be given a six (6) foot right-of-way along the property line to be maintained by the County and access to the property's storm water and oil/water separator outfalls into the Angelica Creek for clearing and testing purposes.

2. This Agreement is contingent on the subdivision plan being approved by the City Planning Commission. The City shall prepare and submit to the Planning Commission all necessary paperwork. The City shall have its contractor bill the County directly for all costs associated with the preparation of the subdivision plan.

3. The County of Berks shall, at its expense, conduct a survey of the property to prepare an appropriate legal description of the property to be transferred. Upon completion of the survey, the parties agree to execute a formal agreement of sale and easement specifically outlining the legal description of the property.

4. The Lease Agreement between the County and City dated December 11, 2000 respecting this property shall be terminated. The City shall have the right to continue to use the Fire Training Center and property for a period of at least twenty (20) years consistent with the current uses of the City of Reading Fire Department, Police Department and other City departments. The specific details of the terms of this usage are identified in attachment A to this Lease Agreement. The City or the County may request to review the terms of use outlined in Attachment A after a ten (10) year period. The City shall be governed by the same rules and regulations as any municipal fire department in Berks County, with the County having the right to approve and/or modify proposed training depending on costs or operational issues.

5. In the event the County decides to sell the Fire Training Center the City shall be given the right of first refusal to purchase the land for one dollar (\$1.00). The City shall be given the right of first refusal to purchase all buildings and improvements located on the property for fair market value. The fair market value of the buildings shall be determined by the average of two appraisals by certified appraisers.

6. The County shall grant to the City of Reading utility easements for all sewer and water lines crossing the land. The County shall grant additional easements as necessary for future construction projects at the waste water treatment plant.

7. The County shall be responsible for the utility costs of electric, gas, phone and trash removal for such time as it continues to own the Fire Training Center.

8. The City shall provide, at no cost to the County, water and sewer service to the Fire Training Center.

9. The City shall be permitted, at its cost, to install communication equipment on the existing water tower in connection with the operation of the Waste Water Treatment Plant provided said equipment is in compliance with the lease agreement currently in place between the County of Berks and Sprint-Nextel. The City shall be responsible for the cost of all improvements or modifications necessary to accommodate the installation of said communications equipment. Additionally, all utility costs associated with the equipment shall be the responsibility of the City. The City shall permit periodic interruptions in the operation of the communication equipment as may be necessary for the County or its contractors to maintain the water tower, and as may be necessary for Sprint-Nextel, or their successor, to maintain their existing equipment. The City shall be provided reasonable notice of any planned interruptions to ensure impact to the operations of the wastewater treatment plant is minimized. In the event the water tower ceases to exist or is no longer maintained at the option of the County, the City shall have the right, at its expense, to erect a new communications tower on the land provided the tower does not interfere with the operation of the facility for its intended purpose. The County shall have the right, at its expense, to erect and maintain communications equipment on any such City constructed communications tower for County communications purposes.

10. This Agreement, the subsequent Agreement of Sale and the Easement contain the entire agreement of the parties with respect to the matters covered by these Agreements, and no other agreement, statement or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in these Agreements shall be binding or valid. All modifications to these Agreements shall be in writing signed by both parties.

11. This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to any choice of law.

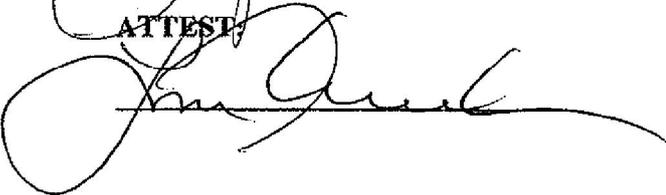
12. In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

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

**CITY OF READING**

  
\_\_\_\_\_  
Mayor

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

ATTEST:  
  
\_\_\_\_\_

**COUNTY OF BERKS**

\_\_\_\_\_  
Mark C. Scott, Esquire  
Chair Board of Commissioners

ATTEST:

\_\_\_\_\_  
Terry L. Styer, Chief Clerk

## ATTACHMENT A

For a period of at least twenty (20) years the County shall provide, at no cost, to the City:

1. Access to and use of the Fire Training Center and land on a reservation basis. The cost of consumables shall be billed to the City. The County will make its best effort to accommodate the current and future training needs for the City of Reading departments in scheduling without cancelling previously scheduled events.

2. An office in the Fire Training Center Administration Building for use by the Reading Fire Department Training Lieutenant.

3. A gear locker, a personal use locker, and classroom storage space.

4. Classroom space in the Administration Building for use by the City and City Departments, including the Reading Police Department Bomb Squad, provided these City Departments follow the procedures outlined in the Fire Training Center Standard Operating Procedure Manual for reservation of the classroom space. If possible, priority will be given to the City for use of Classroom "B." However, reservations will be accepted on a first come first served basis.

5. Controllers for City Apparatus and Chiefs to open the gate to the property.

6. The Reading Police Department Bomb Squad shall have use of the Berks County Department of Emergency Services Special Operations Group workshop and storage space in the mezzanine section of the garage area. The Reading Police Department Bomb Squad shall have access to their equipment, the garage and workshop for repair or maintenance of their equipment. Use of the air room to refill self-contained breathing apparatus under County staff supervision as available.

7. Telephone, fax machine and copier usage for office and administrative use. The copier shall not be used for mass production of student or training materials.

### **The City agrees that:**

1. All usage and training activities at the Fire Training Center shall be conducted in accordance with the procedures outlined in the Fire Training Center Standard Operating Procedures.

2. It shall defend, indemnify and hold harmless the County, its elected officials, employees and agents, from and against any and all liability, damages, claims, suits liens and judgments (including reasonable attorney's fees) of whatever nature, for injuries to or death of any person or persons or damage to the property, to the extent attributable to the negligence of the City or the City's failure to perform in accordance with the provisions of this Agreement.