

BILL No. 31 -2012
AN ORDINANCE

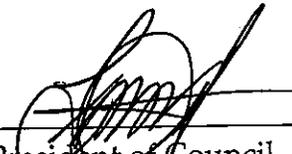
AN ORDINANCE AMENDING THE LEASE AGREEMENT BETWEEN THE
CITY OF READING AND THE READING AREA WATER AUTHORITY

The City of Reading City Council hereby ordains as follows:

Section 1. Authorizing the Mayor of the City of Reading to execute the attached addendum to the Lease Operating Agreement between the Reading Area Water Authority (RAWA) and the City of Reading.

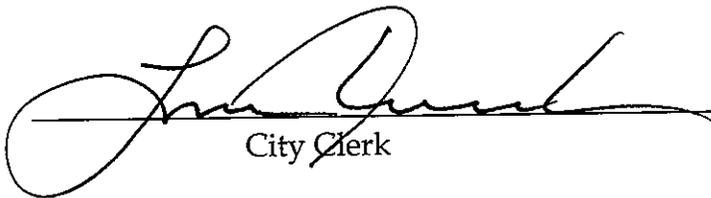
Section 2. This ordinance, advertised on Monday, March 19, 2012 in the Reading Eagle, shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted: March 26, 2012



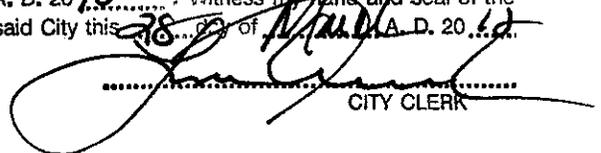
President of Council

Attest:



City Clerk

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 26 day of March A. D. 20 12. Witness my hand and seal of the said City this 28 day of March A. D. 20 12.



CITY CLERK

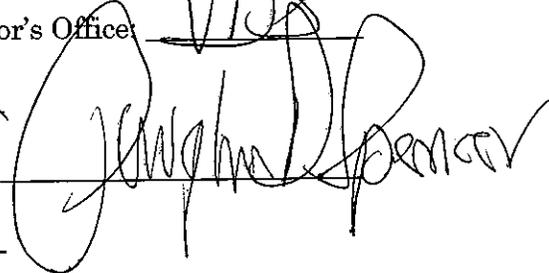
(Council Staff)

Submitted to Mayor: 

Date: 3/27/12

Received by the Mayor's Office: 

Date: 3/27/12

Approved by Mayor: 

Date: 3/27/12

February 23, 2012

The Honorable Mayor and City Council of
The City of Reading
815 Washington Street
Reading, PA 19601

RE: Letter of Intent to establish Water and Sewer Hardship Fund

Ladies and Gentlemen:

On a preliminary basis, the City and RAWA agree to evaluate the effectiveness and financial and administrative requirements for the development of an independently administered fund, jointly funded by RAWA and City, to be used to subsidize the joint cost of providing water (by the Authority) and sewer services (by the City) to residential consumers residing in the City and temporarily unable to pay such costs (the "Hardship Fund"). Such preliminary evaluation will include, among other things, exploration of the administrative costs and burdens in the event of the establishment of the Hardship Fund, identification of potential eligibility criteria for customers to receive a subsidy through the Hardship Fund, and development of parameters for the administration, investment, management, dispersing and dissolution of the Hardship Fund. The City and RAWA agree that such preliminary evaluation of the Hardship Fund does not obligate either party to actually establish or contribute to any such Hardship Fund

This letter is not a legally binding agreement.

Neither RAWA nor the City shall have an obligation to close the transactions described herein until such time as they, in their sole and absolute discretion, enter into appropriate formal legal documentation.

Please note that the terms of this letter will expire at 5:00 PM (Eastern Time) on March ____, 2012, unless RAWA shall have received on or prior to such time notice of the City's acceptance of this letter.

We look forward to having the opportunity to discuss our offer with you

Sincerely,

Reading Area Water Authority

By: _____
Chairman

AGREED TO AND ACCEPTED BY THE CITY:

Name: Vaughn Spencer
Title: Mayor
Date: _____