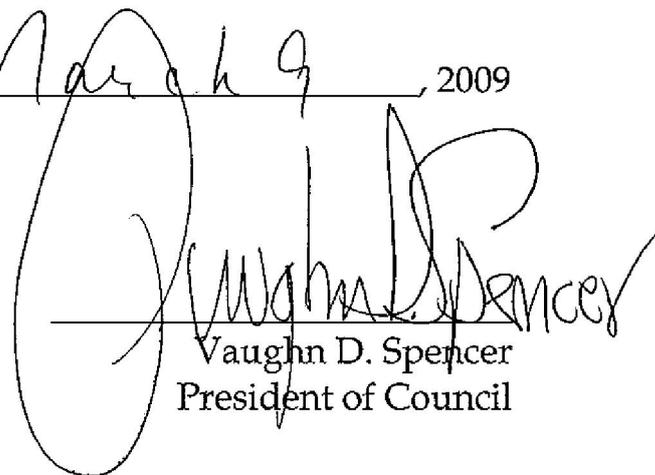


RESOLUTION NO. 28-2009

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

Repealing Resolution 396-84, adopted on July 5, 1984, as attached in Exhibit A and charging the Reading School District for the water and sewer utility, effective April 1, 2009.

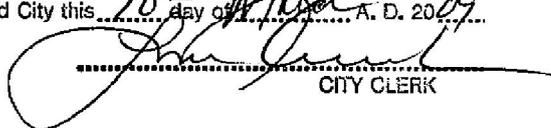
Adopted by Council March 9, 2009


Vaughn D. Spencer
President of Council

Attest:


Linda A. Kelleher
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 Resolution passed by the Council of the City of Reading, on the 9th day of March A. D. 20 09. Witness my hand and seal of the said City this 10th day of April A. D. 20 09.


CITY CLERK

6/30/06 - copies given to Linda A. Kelleher, City Clerk &
Susan Days, RAWA cks

RESOLUTION NO. 396-84

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

That the Mayor be and she hereby is authorized to execute, on behalf of the City of Reading, attested to by the City Clerk, an Agreement with the Reading School District, a true and correct copy of said Agreement is attached hereto and made a part hereof.

Passed Council July 5, 1984

KAREN A. MILLER

Mayor

Attest:

RUTH M. THOMPSON

City Clerk

COPY
ORIGINAL ON FILE
IN THE
CITY CLERK'S OFFICE

June 27, 1984

BE IT RESOLVED, That the School District of the City of Reading authorize the proper officers to enter into an agreement with the City of Reading as follows:

THIS AGREEMENT, made and concluded this *5th* day of *July*, A.D. 1984, by and between THE CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter called the "City") and THE READING SCHOOL DISTRICT, a school district of the Commonwealth of Pennsylvania (hereinafter called the "School District");

WHEREAS, the School District uses water and sewage facilities of the City for which the City is entitled to reimbursement; and

WHEREAS, the City's Bureau of Recreation uses certain lands and buildings of the School District for recreational purposes for which the School District is entitled to reimbursement; and

WHEREAS, both parties agree that the reimbursement to which each is entitled to is approximately the same;

NOW, THEREFORE, it is agreed that since the charges each party is entitled to receive from the other is approximately the same, it is hereby agreed as follows:

1. The City agrees to waive and cancel any claim that it might have against the School District for water and sewer charges retroactively for usage from January 1, 1984, through June 30, 1985.

2. The School District agrees to waive and cancel any claim that it might have against the City for use by the City for any purpose of the lands and buildings of the School District from January 1, 1984, through June 30, 1985, and also the School District agrees to show preferential treatment in scheduling usage by the City's recreational activities in the School District's scheduling procedures.

3. The procedure for requests of buildings and grounds, including those in Exhibit "A", is to remain as it presently exists; that is, the appropriate City Bureau sends its requests through Mr. Mock. The Board approves or disapproves this request.

4. The School District agrees and guarantees the availability of the facilities listed in Exhibit "A" at the times therein listed, or equivalent facilities and times, such modifications to occur only as an accommodation to District needs. This guarantee is conditioned upon there being no unusual circumstances such as to physically render the facilities unusable.

5. The City shall be responsible for adequate supervision during its use of lands and buildings of the School District and shall be responsible for any damages to the School District property and facilities other than caused by normal wear and tear.

6. The City and the School District hereby agree that in the event the Public Utility Commission requires the City to charge for water and/or sewer services provided by the City to the School District, this Agreement shall become null and void, and any Agreement thereafter entered into respecting the within subject matter by the parties hereto shall be in conformity with the P.U.C. directives.

7. This Agreement shall terminate on June 30, 1985, upon receipt of written notice within ninety (90) days by one of the parties from the other of its intent to terminate the Agreement. In the event no such notice of termination is received by either party, the term of this Agreement shall be automatically renewed for an additional one year term to expire on June 30, 1986. Either party may provide the other with the required notice to terminate at least ninety (90) days prior to the termination at the end of any one year term. Failure to provide said written notice shall be deemed to be consent by the parties to renew the Agreement for an additional one year term.

8. The parties agree that all of the terms and conditions contained herein shall remain in effect for any renewed terms of this Agreement.

9. This Agreement may be amended only upon the mutual consent of the parties and such amendments shall be in written form.

10. Notices shall be addressed as follows:

City Clerk, City of Reading, City Hall
8th & Washington Streets, Reading PA 19601

and

Business Administrator, Reading School District
8th & Washington Streets, Reading, PA 19601

IN WITNESS WHEREOF, and intending to be legally bound hereby, the City has caused this Agreement to be executed by the Mayor and attested by the City Clerk, and the School District has caused this Agreement to be executed by the President and attested by the Secretary of the School Board the day and year first above written.

CITY OF READING

By: Kevin A. Miller
Mayor

ATTEST:

Robert Thompson
City Clerk

READING SCHOOL DISTRICT

By: Leonard J. Klein Sr.

ATTEST:

Herbert E. Fry
Secretary

GYM USAGE BY CITY OF READING BUREAU OF RECREATION

NOVEMBER 7, 1984 - MARCH 29, 1985

AMANDA STOUT
6:00 PM - 9:00 PM

Monday to Friday
(except every first Thursday)

MILLMONT
6:30 PM - 9:30 PM

Monday to Friday

10TH & GREEN
6:30 PM - 9:30 PM

Monday & Friday (except every third Monday)
Tuesday & Thursday, November 27, 1984 - March 29, 1985

12TH & MARION
6:30 PM - 9:30 PM

Monday, Tuesday, Thursday, Friday
(except every second Monday)

GLENSIDE
6:30 PM - 9:30 PM

Monday, Tuesday, Thursday, Friday
(except every second Tuesday)

SEPTEMBER 4, 1984 - APRIL 30, 1985

NORTHWEST JR. HIGH - both gyms
6:30 PM - 9:30 PM

Monday, Wednesday, Thursday, Friday

RIVERSIDE
6:30 PM - 9:30 PM

Wednesday & Thursday

SOUTHWEST JR. HIGH
6:30 PM - 9:30 PM

Monday, Tuesday, Thursday, Friday

13TH & UNION
6:30 PM - 9:30 PM

Monday, Tuesday, Thursday, Friday
(except every third Tuesday)

THOMAS H. FORD
6:30 PM - 9:30 PM

Tuesday, Wednesday, Thursday

LAUER'S PARK
6:30 PM - 9:30 PM

Monday, Tuesday, Thursday

16TH & HAAK
6:30 PM - 9:30 PM

Monday, Tuesday, Thursday, Friday

13TH & GREEN
6:30 PM - 9:30 PM

Monday, Tuesday, Wednesday, Thursday, Friday
(except every second Tuesday)

NORTHWEST ELEMENTARY
6:30 PM - 9:30 PM

Monday, Tuesday, Friday

SOUTHERN JR. HIGH - boys' gym
6:30 PM - 9:30 PM

Monday, Tuesday, Thursday

NORTHEAST JR. HIGH - both gyms
6:30 PM - 9:30 PM

Wednesday

READING SCHOOL DISTRICT
READING, PENNSYLVANIA

EXHIBIT A
continued

AUDITORIUM USAGE BY CITY OF READING BUREAU OF RECREATION

SPECIAL EDUCATION CENTER

1:00 PM - 5:00 PM

June 3

7:00 PM - 9:30 PM

Friday, May to June 7

7:00 PM - 9:30 PM

Friday, September 7 to June 1

Three orchestra concerts to be scheduled later.