

RESOLUTION NO. 83 2014

**AUTHORIZING THE MANAGING DIRECTOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF READING,
THE READING AREA WATER AUTHORITY, AND THE
HUMAN RELATIONS COMMISSION OF THE CITY OF READING
CONCERNING THE ESTABLISHMENT AND MANAGEMENT OF A HARDSHIP FUND**

WHEREAS the Human Relations Commission of the City of Reading work to assist citizens of the City of Reading who are experiencing significant financial hardships in accordance with State and Federal eligibility guidelines; and

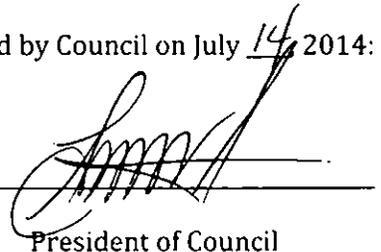
WHEREAS among the hardships impacting eligible recipients of assistance are liabilities for water, sewer and curbside collection services; and

WHEREAS the Human Relations Commission has agreed to administer a Hardship Fund which would provide limited financial relief from water, sewer and curbside collection services in accordance with a Memorandum of Understanding dated February 26, 2014 pursuant to which certain bills may be reduced.

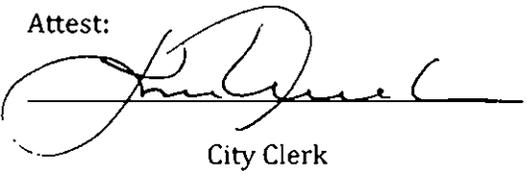
NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING RESOLVES AS FOLLOWS:

- 1) That the Managing Director is hereby authorized, on behalf of the City of Reading, to execute a Memorandum of Understanding with the Reading Area Water Authority and the Human Relations Commission of the City of Reading for a term not to extend beyond December 31, 2014; and
- 2) That the Managing Director is directed to provide an accounting at the conclusion of the term of the above-referenced Memorandum of Understanding which shall enumerate the financial impact of the forgiveness of liabilities for water, sewer and curbside collection services.

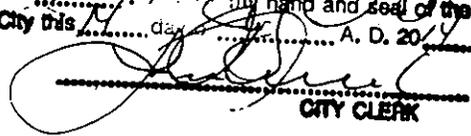
Adopted by Council on July 14, 2014:



President of Council

Attest:


City Clerk

I, **LUNDA 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 14 day of July, A. D. 2014. Witness my hand and seal of the said City this 14 day of July, A. D. 2014.


CITY CLERK

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this 26th day of February, 2014, between Reading Area Water Authority, a Pennsylvania municipal authority, with an address at 1801 Kutztown Road, Reading, PA 19604 (together with permitted successors and assigns, collectively, "RAWA"), The Human Relations Commission of the City of Reading (the "Commission") and The City of Reading, Berks County, Pennsylvania (the "City"),

BACKGROUND

A RAWA, the Commission and the City have heretofore agreed that RAWA and the City will fund, and the Commission shall implement and operate, a Hardship Fund (the "Fund") to provide temporary financial assistance to the water, sewer, trash and recycling customers of RAWA and the City that are most in need of such assistance.

B. RAWA, the Commission and the City desire to enter into this Memorandum of Understanding to memorialize the understandings of the parties with respect to the funding, establishment, implementation and operation of the Fund.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, it is agreed by and between the parties hereto, as follows:

1. **Funding** -RAWA and the City shall provide funding for the Fund in the total annual amount of \$150,000. Funding of the Program will be effected by the payment of the Commission's fee by RAWA and by write-downs of customer account balances in the amount of the relief determined to be provided by the Commission. RAWA and the City understand and acknowledge that relief granted by the Commission from the fund shall be implemented by an across-the-board write down of the customer's combined water, sewer, trash and recycling account balances. As a result, customer write-downs will be in proportion to the various balances for each service. The rough effect of funding the Fund in this manner will be an approximately equal sharing of the cost of the fund by the City sewer fund, on the one hand, and RAWA funds, on the other.

2. **Commission Services and Fees** -- The Commission agrees to be the Hardship Fund implementing agency. The Commission shall establish need and means criteria to determine which applicants will be provided relief and will establish such other program guidelines and forms as it determines to be required for the efficient operation of the Hardship Fund Program. For the first year of the Fund's operation, the maximum amount of relief provided to any single customer in a twelve month period is established to be \$150. RAWA and the City agree that neither will interfere nor attempt to influence the Commission's determination of applicant criteria or program guidelines or the decision made with respect to any applicant. For its services, the Commission shall receive fees equal to 5% of the amount of relief granted, up to a maximum total annual fee of \$7,500. The Commission shall provide monthly invoices for its services to RAWA, which RAWA agrees to pay within 30 days of receipt.

3. **Cooperation and Good Faith** - The parties hereto agree that each will cooperate with the others, and will each use its good faith, best efforts to carry out the intention of this Memorandum of Understanding. In addition, at the request of any party for an amendment to this Memorandum of Understanding based on changes in circumstances, the other parties shall engage in good faith negotiations with the goal of accommodating such request.

4. **Term and Termination** - This understanding between the parties shall continue through December 31, 2014 and, thereafter, on a year-to-year basis unless any party shall notify the others by October 1 of any calendar year of its intention to terminate the arrangement set forth herein as of the end of such calendar year.

IN WITNESS WHEREOF, RAWA, the Commission and the City have hereunto set their hands the day and year first above written.

Reading Area Water Authority



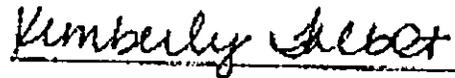
Executive

Director

The City of Reading

Managing Director

The Human Relations Commission
Of the City of Reading



Executive Director