

CITY COUNCIL

Meeting Agenda

***REGULAR MEETING
COUNCIL CHAMBERS***

***MONDAY, OCTOBER 12, 2015
7:00 P.M.***

The Regular Meetings of City Council are filmed and can be viewed LIVE while the meeting is taking place or at your convenience at any time after the meeting on the City's website at www.ReadingPa.gov, under Info and Downloads/Meetings and Agenda. All electronic recording devices must be located behind the podium area in Council Chambers and located at the entry door in all other meeting rooms and offices, as per Bill No. 27-2012.

RULES FOR PUBLIC PARTICIPATION AT COUNCIL MEETINGS

The Administrative Code, Section § 5-209 defines public participation at Council meetings.

1. Citizens attending Council meetings are expected to conduct themselves in a responsible and respectful manner that does not disrupt the meeting.
2. Those wishing to have conversations should do so in the hall outside Council Chambers in a low speaking voice.
3. Public comment will occur only during the Public Comment period listed on the agenda at the podium and must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Clapping, calling out, and/or cheering when a speaker finishes his comments is not permitted.
4. Citizens may not approach the Council tables at any time during the meeting.
5. Any person making threats of any type, personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking, removed from Council Chambers and/or cited.
6. Failure to abide by these regulations could result in your removal from Council Chambers and/or a citation. These regulations are meant to avoid disruptions at the meeting and they are not meant to interfere with public participation.

1. OPENING MATTERS

A. CALL TO ORDER

B. INVOCATION: Steve Elmarzouky, Islamic Center of Reading

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

The purpose of the Executive Session on Monday, October 12th was related to _____.

2. PROCLAMATIONS AND PRESENTATIONS

- Mayoral Proclamation to the Olivet 21st Century Kids Club Program

3. PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk by 5 pm on the day of the scheduled Council meeting or by legibly printing their name, address and the subject matter to be discussed on a sign-up sheet found on the podium in Council Chambers between 5 pm and 7 pm on the day of the scheduled meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.

Those commenting on agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration, including applause or cheering, at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.

4. APPROVAL OF AGENDA

A. MINUTES: Regular meeting of September 28, 2015

B. AGENDA: Regular Meeting of October 12, 2015

5. Consent Agenda Legislation

A. Award of Contract

B. Resolution No. 90-2015 - allowing the property at 247 Washington Street to be converted to rental housing and to be transferred to Reading Housing Authority as a rental property for low and moderate income level households

C. Resolution – authorizing the Solicitor to Petition the Court of Common Pleas of Berks County to implement and/or impose a nonresident earned income tax (EIT) in the amount not to exceed one and three tenths percent (1.3%) by an appropriate ordinance.

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

8. REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS

9. ORDINANCES FOR FINAL PASSAGE

Pending

Bill No. 48-2015 – authorizing the extension of the Downtown Improvement District (DID) for a five year period and authorizing the execution of the agreement between DID and the City ***Introduced at the July 27 regular meeting; Advertised on August 17th and 28th; Public Hearing Tuesday, September 8th; Tabled at the September 14 regular meeting; 2nd Public Hearing scheduled for Oct 21st at 5 pm***

Ordinance – vacating and removing from the 300 block of St. George Street from the City’s Topographical Map - ***28 day layover period required; Advertisement scheduled for Oct 5th, 12th and 19th***

Ordinance – amending the City Code Chapter 600 Zoning, by adopting a new Section §600-818 providing for a Riparian Buffer Overlay District and amending §600-2202 Definitions ***Introduced at the September 28 regular meeting; Advertisement scheduled for Oct 5th and 12th; Public Hearing scheduled for Oct 19th at 5 pm***

Ordinance – amending the City Code Chapter 600 Zoning by amending Part 8 Districts to add alternative energy systems as Accessory Uses, Part 10 Accessory Uses by renaming Section 1012 Wind Turbines to Alternative Energy Systems, and amending Section 2202 Definitions ***Introduced at the September 28 regular meeting; Advertisement scheduled for Oct 5th and 12th; Public Hearing scheduled for Oct 19th at 5 pm***

A. Bill No. 53-2015 – authorizing the execution of a lease agreement with the organization “Christmas in Reading” to continue the Holiday Light Display at Hillside Playground ***Introduced at the September 14th regular meeting; tabled at the September 28th regular meeting***

B. Bill No. 54-2015 – amending Sections § 576-826 and 827 of the City Code relating to Towing Fees ***Introduced at the September 28 regular meeting; Advertised Oct 5th***

C. Bill No. 55-2015 – amending the City Code Chapter 5 Administrative Code, Section 5-806 Fiscal Provisions Part C Regulations Concerning Appropriations and Transfers adding language regarding the reserve, as required by the Amended Act 47 Recovery Plan ***Introduced at the September 28 regular meeting***

10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance - amending the City Code Chapter 576 – Vehicles and Traffic, Part 12 Parades, Special Events and Public Gatherings, Section 576-1205 Fees, Time Limit and Cost of Event by adding the DID and Parking Authority to the processes.

B. Ordinance - amending the City Code, Chapter 564 Health and Safety, Part 105 Storage of Motor Vehicle Nuisances, by prohibiting commercial vehicles from parking on all public rights of way within the City of Reading

C. Ordinance – amending the City Code Chapter 453 Part 2 Sidewalk Vendors by replacing Vending Appeals Board with Code and License Appeals Board

D. Ordinance – authorize the execution and delivery of the required documents in connection with the two PennVest loans for the Sewage Treatment Plant upgrade, including authorization for the issuance of two Guaranteed Revenue Notes of the City. The two loans are in the amount of \$84,586,034 for the Liquids Treatment Facilities Upgrade and \$37,214,485 for the Solids Treatment Facilities Upgrade.

E. Ordinance – providing for a commuter tax of up to a maximum of 1.3% on all earned income and net profits generated in the City of Reading for 2016

F. Ordinance – setting the property tax rate at ___ for 2016

G. Ordinance – approving the 2016 General Fund Budget

H. Ordinance – approving the 2016 Capital Improvement Plan

I. Ordinance – approving the 2016 Position Ordinance

11. RESOLUTIONS

A. Resolution -

B. Resolution -

12. PUBLIC COMMENT – GENERAL MATTERS

Please see public speaking rules on second page

13. COUNCIL BUSINESS / COMMENTS

14. COUNCIL MEETING SCHEDULE

Monday, October 12

Committee of the Whole – Council Office – 5:00 pm

Regular Meeting – Council Chambers – 7 pm

Monday, October 19

Capital Improvement Plan Public Hearing – Council Chambers – 5 pm

Zoning Amendment Riparian Buffer Overlay District and Alternative Energy Public Hearing –

Council Chambers – immediately following CIP Hearing

Budget Review – immediately following hearings

Tuesday, October 20

General Fund Budget Public Hearing – Council Chambers – 5 pm

Wednesday, October 21

DID Renewal Public Hearing – Council Chambers – 5 pm

Budget Review – Penn Room – immediately following hearing

Monday, October 26

Committee of the Whole – Council Office – 5:00 pm

Regular Meeting – Council Chambers – 7 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

Monday, October 12

6th & Amity Neighborhood & Playground Assn – 6th & Amity Fieldhouse – 6:30 pm

Tuesday, October 13

Water Authority Workshop – Water Authority Office – 4:30 pm
District 11 Crime Watch – Orthodox Presbyterian Church – 7 pm

Wednesday, October 14

Zoning Hearing Board – Council Chambers – 5:30 pm
Human Relations Commission – HRC Office – 6 pm
Center City Community Organization – Holy Cross Church – 6 pm

Thursday, October 15

Diversity Board – Penn Room – 3 pm
Blighted Property Review Committee – Council Chambers – 6 pm

Friday, October 16

Fire Pension Board – Penn Room – 10 am

Monday, October 19

Library Board – 113 S 4th St – 4 pm

Tuesday, October 20

Fire Civil Service Board – Penn Room – 3 pm
HARB – Penn Room – 6:30 pm
Charter Board – Council Chambers – 7 pm

Wednesday, October 21

O & E Pension Board – Penn Room – 1:30 pm
Redevelopment Authority – Redevelopment Authority Office – 5 pm
Stadium Commission – Stadium RBI Room – 7 pm

Thursday, October 22

CRIZ Authority – 3rd floor conference room – 5:30 pm

Monday, October 26

DID Authority – 645 Penn St 5th floor – noon
District 7 Crime Watch – Holy Spirit Church – 7 pm

RESOLUTION NO. _____ 2015

REVISING THE FY 2010 ACTION PLAN FOR THE
HOME INVESTMENT PARTNERSHIP PROGRAM

WHEREAS, the City of Reading is an entitlement community receiving HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development under Title II of the National Affordable Housing Act of 1990, Public Law 101-625; and

WHEREAS, Our City Reading rehabilitated the property at 247 Washington Street for the purpose of homeownership for moderate income level households as part of the FY 2010 Home Investment Partnership Program; and

WHEREAS, the U.S. Department of Housing and Urban Development statutory deadline requires that this unsold home be converted from homeownership to rental housing.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Reading amends the 2010 Home Investment Partnership Action Plan to allow the property at 247 Washington Street to be converted from homeownership to rental housing and to be transferred to Reading Housing Authority as a rental property for low and moderate income level households.

Adopted by Council _____, 2015

President of Council

Attest:

Linda A. Kelleher, City Clerk

Drafted by	City Solicitor
Sponsored by/Referred by	City Solicitor
Introduced on	N/A
Advertised on	N/A

BERKS COUNTY,

PENNSYLVANIA

RESOLUTION

NO. ____ 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA AUTHORIZING THE PROPER OFFICERS OF THE CITY TO PETITION THE COURT OF COMMON PLEAS OF BERKS COUNTY, PENNSYLVANIA, FOR PERMISSION TO IMPOSE A NONRESIDENT EARNED INCOME TAX IN THE AMOUNT NOT TO EXCEED ONE AND THREE TENTHS PERCENT (1.3%); AUTHORIZING INCIDENTAL ACTION; AND REPEALING INCONSISTENT RESOLUTIONS.

WHEREAS, the City of Reading, Berks County, Pennsylvania (the “City”), has begun its 2016 budget process through Mayor Vaughn D. Spencer’s submittal of his proposed budget to City Council; and

WHEREAS, the City of Reading is currently in Act 47 status and subject to a certain Municipalities Financial Recovery Act Recovery Plan, as amended; and

WHEREAS, the proposed budget includes projected revenue from a nonresident earned income tax which is currently imposed by the City of Reading; and

WHEREAS, the City has determined to apply by Petition to the Court of Common Pleas of Berks County, Pennsylvania, for the purpose of obtaining permission to re-impose a nonresident earned income tax through an appropriate ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY AS FOLLOWS:

The City hereby approves the form of Petition presented to this meeting (which shall be filed with the records of the City), requesting authority from the Court of Common Pleas of Berks County, Pennsylvania, to implement and/or impose a nonresident earned income tax (EIT) in the amount not to exceed one and three tenths percent (1.3%) by an appropriate ordinance. A copy of the form of the Petition is attached hereto and incorporated herein as Exhibit "A".

The City hereby authorizes Charles D. Younger, Esquire, or his designee to represent the City for the nonresident EIT proceedings.

The proper officers of the City are authorized to sign and acknowledge the Petition in substantially the form approved in Section 1.

The proper officers of the City are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the imposition of the nonresident EIT.

All prior resolutions or parts thereof inconsistent herewith are hereby repealed.

IN WITNESS WHEREOF, we, officers of the City of Reading, Berks County, Pennsylvania, have hereunto set our hands and seal of the City, duly attested this 12th day of October, 2015.

Attest:

CITY OF READING
Berks County, Pennsylvania

Linda A. Kelleher CMC, City Clerk

By: _____
Jeffrey Waltman, President of Council

(SEAL)

Exhibit "A"

Form of Petition

IN RE:	:	IN THE COURT OF COMMON PLEAS OF BERKS COUNTY
IMPOSITION OF NONRESIDENT EARNED INCOME TAX OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA	: : : :	COMMONWEALTH OF PENNSYLVANIA NO. _____ OF 2015

PETITION FOR PERMISSION
TO IMPOSE A NONRESIDENT INCOME TAX

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioner is the City of Reading, Berks County, Pennsylvania (the "Petitioner"), with offices at 815 Washington Street, Reading, Pennsylvania 19601. This Petition is authorized by a Resolution of the Petitioner, duly adopted on October 12, 2015, a copy of which is attached hereto and incorporated herein as Exhibit "A".

The Petitioner avers that the proposed 2016 budget includes revenue from a nonresident earned income tax not to exceed one and three tenths percent (1.3%) which is currently imposed and needs to be re-imposed to achieve budget goals.

The City is under Act 47 and subject to the Municipalities Financial Recovery Act Recovery Plan, as amended, ("Recovery Plan") adopted by the Petitioner which includes imposition of the nonresident earned income tax to obtain revenue and achieve plan goals.

The Petitioner has determined that imposition of the nonresident earned income tax will provide the Petitioner with a means for increasing its revenue and assist in its conforming with the Recovery Plan.

WHEREFORE, the Petitioner prays your Honorable Court to issue an order granting permission to impose a nonresident earned income tax not to exceed one and three tenths percent (1.3%) upon earned income of nonresidents who work within the Petitioner's geographical limits.

CITY OF READING
Berks County, Pennsylvania

Vaughn D. Spencer
Mayor

COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF BERKS :

On this, the _____ day of _____, 2015, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in Berks County, Pennsylvania, personally appeared VAUGHN D. SPENCER, who, being duly sworn according to law, did depose and say that he is the Mayor of the City of Reading, Berks County, Pennsylvania, and that the facts set forth in the foregoing Petition are true and correct.

Notary Public

(SEAL)

**City of Reading City Council
Regular Meeting
September 28, 2015**

Council President Waltman called the meeting to order.

The invocation was given by Pastor Valerie Willis, St. Matthew United Methodist Church.

All present pledged to the flag.

The Committee of the Whole meeting held before the start of this meeting included an executive session on litigation.

ATTENDANCE

Council President Waltman
Councilor Daubert, District 1
Councilor Goodman-Hinnershitz, District 2
Councilor Sterner, District 3
Councilor Marmarou, District 4
Councilor Reed, District 5
Councilor Slifko, District 6
City Auditor D. Cituk
Solicitor C. Younger
City Clerk L. Kelleher
Mayor V. Spencer

PROCLAMATIONS AND PRESENTATIONS

There were no commendations issues at this meeting.

PUBLIC COMMENT

Council President Waltman stated that there are two (2) citizens registered to address Council on non-agenda matters. He asked if any Councilor objected to suspending the rule requiring non-agenda comment at the end of the meeting. As no one objected, the rule was suspended.

Councilor Daubert read the public participation regulations adopted by Council to those present.

Mary Jane Smith, of Perkiomen Avenue, requested changes to the City's handicapped parking program to allow only the handicapped permit holder to park at the curbside spaces installed at their homes. She stated that this same program is used in Bethlehem. She described the abuses associated with the handicapped parking program from space saving to the loose approvals issued by some physicians. She suggested that the City paint parking stall lines in all curbside parking areas.

Mary Ann Ciarlone, of North 5th Street, spoke about the administration's failed housing strategy which is applied to "bad landlords". She described the problems she experienced when someone attempted to transfer a property from an estate. She stated that she spoke with the mayor who was unable to waive the various regulations for rental properties. She stated that the property did not transfer and now sits abandoned. She stated that her file on this property is open for inspection.

APPROVAL OF THE AGENDA & MINUTES

Council President Waltman called Council's attention to the minutes of the September 28th meeting and to the agenda for this meeting. He announced the need to add a resolution to the Consent Agenda regarding the settlement of the recycling truck litigation.

Councilor Marmarou moved, seconded by Councilor Daubert, to approve the agenda, as amended, including the legislation listed under the Consent Agenda heading and the minutes as listed. The motion was approved unanimously.

Consent Agenda

A. Award of Contract

B. Resolution No. 85-2015 – making the following Council appointments - Environmental Advisory Council – John Slifko; Diversity Board – Jeffrey Waltman; Local Redevelopment Authority – Chris Daubert, Stratton Marmarou, and Jeffrey Waltman; Blighted Property Review Committee – John Slifko

C. Resolution No. 86-2015 - approving the Council Committee Structure and Assignments for the remainder of 2015

D. Resolution No. 87-2015 – approving the Conditional Use Application to allow 2 additional rental units at 508 N 9th Street with conditions

E. Resolution No. 88-2015 – denying the transfer of a liquor license from Robesonia to 2101 Howard Blvd.

E. Resolution No. 89-2015 - settling the consolidated law suit with the captions FYDA Freightliner Pittsburgh, Inc. v. City of Reading, BCCCP No. 12-21827 and Golden Equipment Co., Inc. v. City of Reading, BCCCP No. 12-21908 and the payment of the settlement amount of \$250,000

ADMINISTRATIVE REPORT

There was no administrative report.

AUDITOR'S REPORT

- Presentation of the 2014 External Audit – Herbein & Co.

Christopher Turtell, from Herbein & Co., stated that the 2014 External Audit was a clean audit with no material adjustments. He stated that the City ended 2014 with a \$2.9M surplus creating a reserve of \$22.2M, of which \$6M is unassigned. He noted that the Sewer Fund has a surplus of \$11M, RAWA has a deficit of \$2.2M and the recycling fund has a surplus of \$470K.

Mr. Turtell explained the new GASB regulations on pension funds that went into place in 2014. He stated that 80% of the City federal programs were audited and no findings were reported. He stated that overall only eight (8) findings were reported, which is a reduction from prior audits.

Council President Waltman explained that Council had an in-depth briefing on the 2014 audit last Monday evening in a Committee of the Whole setting. He stated that Council is pleased with the progress the Administrative Services Department has made over the past years.

Councilor Goodman-Hinnershitz thanked Mr. Turtell for his report noting the progress the Administrative Services Department has made on eliminating repeat findings. She questioned how the auditors would determine the need for a forensic audit.

Mr. Turtell stated that the determination to do a forensic audit would result from a finding during the audit process. He explained that calling for a forensic audit is one of several options when a large problem is discovered.

Councilor Reed inquired about the qualifications someone needs to perform a forensic audit. Mr. Turtell stated that an auditor that does forensic audits requires additional certifications beyond those required to earn a CPA. He stated that there are specific requirements and designations required for those who perform forensic audits.

The Auditor thanked Herbein & Co along with City staff who assisted in the 2014 audit process.

ORDINANCES FOR FINAL PASSAGE

Pending Finalization of the Plan

A. Bill No. 48-2015 – authorizing the extension of the Downtown Improvement District (DID) for a five year period and authorizing the execution of the agreement between DID and the City *Introduced at the July 27 regular meeting; Advertised on August 17th and 28th; Public Hearing Tuesday, September 8th; Tabled at the September 14 regular meeting*

B. Bill No. 49-2015 – authorize intra-department transfer of \$10,000 for the repair of the vehicle exhaust removal system at the City's EMS station. *Introduced at the September 14th meeting*

Councilor Reed moved, seconded by Councilor Goodman-Hinnershitz, to enact Bill No. 49-2015.

Bill No. 49-2015 was enacted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Sterner, Waltman,
President - 7
Nays: – None - 0

C. Bill No. 50-2015 – amending the Sidewalk Sales hours and making other clarifications *Introduced at the September 14th meeting; Advertised on September 21st*

Councilor Daubert moved, seconded by Councilor Marmarou, to enact Bill No. 50-2015.

Council President Waltman explained that this ordinance increases the operational hours for Sidewalk Sales conducted by "brick and mortar businesses".

Bill No. 50-2015 was enacted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Sterner, Waltman,
President - 7
Nays: – None - 0

D. Bill No. 51-2015 – amending the City Code Chapter Street 508 Streets and Sidewalks, Part 7 Street Cut Permits, by adding provisions relating to the rejection of Street Cut Applications *Introduced at the September 14th meeting; Advertised on September 21st*

Councilor Reed moved, seconded by Councilor Slifko, to enact Bill No. 51-2015.

Bill No. 51-2015 was enacted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Sterner, Waltman,
President - 7

Nays: – None - 0

E. Bill No. 52-2015 – amending the City Code, Chapter 23, Part 10 Diversity Board, Section 10 Membership Removal to provide clarity ***Introduced at the September 14th meeting***

Councilor Daubert moved, seconded by Councilor Goodman-Hinnershitz, to enact Bill No. 52-2015.

Bill No. 52-2015 was enacted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Sterner, Waltman,
President - 7

Nays: – None - 0

F. Bill No. 53-2015 –authorizing the execution of a lease agreement with the organization “Christmas in Reading” to continue the Holiday Light Display at Hillside Playground ***Introduced at the September 14th meeting***

Councilor Daubert moved, seconded by Councilor Goodman-Hinnershitz, to table Bill No. 53-2015.

Bill No. 53-2015 was tabled by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Sterner, Waltman,
President - 7

Nays: – None - 0

INTRODUCTION OF NEW ORDINANCES

Councilor Goodman-Hinnershitz read the following ordinances into the record:

A. Ordinance – amending Sections § 576-826 and 827 of the City Code relating to Towing Fees ***Advertisement scheduled for Oct 5th***

B. Ordinance – amending the City Code Chapter 5 Administrative Code, Section 5-806 Fiscal Provisions Part C Regulations Concerning Appropriations and Transfers adding language regarding the reserve, as required by the Amended Act 47 Recovery Plan

C. Ordinance – amending the City Code Chapter 600, by adopting a new Section §600-818 providing for a Riparian Buffer Overlay District and amending §600-2202 Definitions *Advertisement scheduled for Oct 5th and 12th; Public Hearing scheduled for Oct 19th at 5 pm*

D. Ordinance – amending the City Code Chapter 600 Zoning by amending Part 8 Districts to add alternative energy systems as Accessory Uses, Part 10 Accessory Uses by renaming Section 1012 Wind Turbines to Alternative Energy Systems, and amending Section 2202 Definitions *Advertisement scheduled for Oct 5th and 12th; Public Hearing scheduled for Oct 19th at 5 pm*

E. Ordinance – vacating and removing from the 300 block of St. George Street from the City's Topographical Map - *28 day layover period required; Advertisement scheduled for Oct 5th, 12th and 19th*

RESOLUTIONS

There were no resolutions for adoption.

COUNCIL COMMENT

Councilor Marmarou noted the need for the City to think about the enforceability of ordinances prior to their enactment. He noted that the Albright students arrived in Reading at the end of August and three of the past four weekends there have been loud parties at off campus rentals. He stated that affected residents have had enough disruption. He stated that both the police and Albright security responded. He questioned why no citations were issued.

Councilor Daubert noted the upcoming open house at the Liberty Fire House. He noted the importance of the collection at the museum and how much there is to learn about the history of fire fighting. He suggested that everyone take advantage of the October 10th open house to tour the facility.

Councilor Reed congratulated the Fightin Phils, our boys of summer, for a great and successful season. She noted the superior talent of the team. She also described all the events over the prior weekend such as the Pretzel Fest, the Wing Fling and the event at the Centre Park Inn.

Councilor Slifko described the fundraiser held at the Centre Park Inn for the improvement and revitalization of Centre Park. He stated that the project started with the removal of some of the tree canopy by the Shade Tree Commission and the Public Works Department. He explained the multi-phase improvement plan that will be conducted by the Centre Park Historical organization. He thanked Chris Miller and Bill Bender for their work to hold the event in celebration of the Centre Park community.

Councilor Goodman-Hinnershitz noted the expansion of the events in the area and how those events inspire the growth and rejuvenation of the community. She stated that Oktoberfest

begins this Wednesday evening at the Leiderkrantz. She noted that an additional concert will be held in the downtown prior to the Royals opening game.

Councilor Goodman-Hinnershitz expressed concern with the abuse of the handicapped parking program as described by Ms. Smith during the Public Comment period. She asked City staff to further explore the program used in Bethlehem.

Council President Waltman reviewed the upcoming Council meeting schedule.

Councilor Marmarou moved, seconded by Councilor Goodman-Hinnershitz, to adjourn the meeting.

Respectfully submitted by Linda A. Kelleher CMC, City Clerk

October 7, 2015

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

Re: Reading Downtown Improvement
District Authority

Our File No. 110324-1

Dear Mr. Acosta:

This law firm serves as Solicitor for the Reading Downtown Improvement District Authority (DID Authority). We ask that the re-establishment and re-authorization of the DID Authority be placed on the agenda for discussion at the July 27, 2015 meeting of City Council.

This has become necessary for two reasons. The DID Authority has a sunset date of December 31, 2015. If it is not re-established, the DID Authority will cease to exist. Further, under the Neighborhood Improvement District Act, under which the DID Authority was re-established in 2005, the DID is authorized as the Neighborhood Improvement District Management Association (NIDMA), to administer the programs of and services offered by the DID Authority, and this must be re-authorized in order for the work of the DID Authority to continue.

This letter shall serve as our request for: 1) the re-establishment of the current Downtown Improvement District and an expanded area described in the proposed Ordinance as a Neighborhood Improvement District, with no decrease in the current level of City services in the Downtown Improvement District area; 2) the re-authorization and re-establishment of the DID Authority as set forth in the Ordinance; and, 3) the continued designation of the Reading Downtown Improvement District Authority as the NIDMA and administrator for the Main Street Program.

If you have any questions, please feel free to contact me at any time. Thank you in advance for your attention to this matter.

Very truly yours,

KOZLOFF STOUDT

Professional Corporation

Joan E. London

/JEL

cc: Charles R. Broad, Exec. Dir., Reading DID



Reading Downtown Improvement District

PRELIMINARY PLAN

January 1, 2016 to December 31, 2020

I. MISSION STATEMENT

To create a vital, productive, and commercially active environment in downtown Reading.

II. INTRODUCTION

The Reading Downtown Improvement District (DID) was created in 1995 in response to employees' and business owners' repeated requests for a cleaner, safer downtown Reading. For nearly twenty years Reading DID has provided services which are beyond the capabilities of the municipality and yet critical to the economic growth and success of the City of Reading. Through a special assessment, levied upon all commercial properties within the District, downtown Reading is a cleaner, safer and more inviting place to live, work and visit. Although a sunset provision included in the initial 1995 Plan limited DID authority to five years, in June of 2000 80% of eligible property owners voted in favor of a five-year extension through June 30, 2005. In 2005 eligible property owners voted in favor of a ten-year reauthorization and expansion of the DID. This year, assessed property owners will determine whether DID should continue for 5 more years. This document is the preliminary plan for Reading DID and outlines accomplishments, proposed changes and required renewal procedures.

III. BACKGROUND

The Reading Downtown Improvement District Authority (RDIDA) was organized pursuant to the Business District Authority Act of 1980, an amendment to the Municipalities Authority Act of 1945. The 1980 legislation granted Business District Authorities the power to designate improvement districts within commercial areas, develop a plan for specific improvements and, with the approval of the

municipal governing body, to levy special assessments to pay their costs. In January 1995, Reading City Council adopted Ordinance 134-95 establishing the Reading DID. At the time, Council recognized that the participation of such an authority downtown was “desirable for the entire City of Reading to preserve and improve the economic vitality of the central business district.” Prior to Council adoption of an ordinance approving the DID Final Plan in July 1995, over 40 meetings were held with business and property owners in the DID area. The services Reading DID provides to downtown Reading were established in those meetings.

In October 2000, following an overwhelmingly favorable vote by District property owners, City Council passed Ordinance 20-2000, approving the DID Renewal Plan and extending the improvement district for a second five-year term.

In 2005 Reading DID undertook another renewal campaign in which property owners determined DID should continue, based on past performance for 10 years. The renewal expanded its territory east to City Park, north on Fifth Street to Elm Street, adding nearly 200 new properties including GoggleWorks Center for the Arts, and the new BARTA parking garage on Franklin Street. Pursuant to the Neighborhood Improvement District Act of 2000 (NID), Reading City Council restructured the DID as a Neighborhood Improvement District and the Reading Downtown Improvement District Authority as the NID Management Association (NIDMA) for the District. The familiar Reading DID name and logo remained.

Reading DID is now conducting another reauthorization campaign in which property owners will decide whether DID should continue based upon its past performance and proposed changes. Services currently provided by Reading DID will be maintained and expanded. Existing services and proposed changes are more fully described in the following sections.

IV. DISTRICT DESCRIPTION

BEGINNING at the intersection of Washington Street and North Second Street; along North Second Street to Walnut Street to North Third Street to Washington Street to Madison Avenue; to Elm Street excluding 430, 432 and 438 Elm Street; along Elm Street to Church Street to Walnut Street to Poplar Street to Washington Street to Moss Street to Court Street, excluding 906, 908, 910, 912, 914, 916, 918 and 920 Washington Street and 40 Moss Street; along Court Street to North Eleventh Street, excluding 11, 15, 17, 19, 21 and 23 North Tenth Street and 24, 22, 20, 18, 16, 14, 12, 10 and 6 North Eleventh Street; along North Eleventh Street crossing Penn Street to South Eleventh Street; along South Eleventh Street to Cherry Street to South Ninth Street, excluding 1013 Cherry Street, 25, 23, 21, 19, 17, 15, 13, 11 and 9 South Tenth Street, 915, 913, 911, 909, 907 Cherry Street, 914 rear Penn Street, and 25, 23, 21, 19, 17 and 13 South Ninth Street; along South Ninth Street to Franklin Street to South Seventh Street to Chestnut Street to Plum Street to Franklin Street, including 112 and 108 Plum and 614, 618 and 622 Franklin Street; along Franklin Street to Pearl Street excluding 514, 516, 518, 520, and 522 Franklin Street; along Pearl Street to Chestnut Street to Wood Street, excluding 521, 519, 517, 433, 431, 429, 427, 425 and 421 Chestnut Street; along Wood Street to Franklin Street to South Fourth Street to Cherry Street to Carpenter Street to South Third Street, excluding 341, 339, 337, 335, 333, 331, 329 and 327 Franklin Street and including 30 South Fourth Street; continuing along Cherry Street to South Second Street to

Franklin Street, excluding 27, 25, 23, 21, 19, 17, 15, 13 and 11 South Second Street; along Franklin Street to South Front Street to North Front Street to Washington Street to North Second Street, place of BEGINNING.

V. TERM

The RDIDA will operate for five years from **January 1, 2016** through **December 31, 2020**.

VI. FUNDING

Funding for DID services comes from several sources, primarily a special assessment fee based on total property value assessments, but also cash and in-kind contributions, fee-for-special services, and marketing efforts. In 1995 the assessment fee rate was established at 3.747 mills. The rate was increased in 2001 to 4.754 mills and renewed at that same rate in 2005. The current assessment rate of 4.754 mills is proposed to change in 2016 to 5.327 mills, which is a 12.03 % increase. Since the rate has not increased for 15 years, that is an increase of 0.8% per year.

The 2016 estimated assessment income from the 414 assessable properties in the DID will be approximately \$565,600. Of the \$325,471,900 total property assessment in the DID, \$218,212,300 or 67.04%, encompasses tax-exempt properties. Owners of these tax-exempt properties will be encouraged to provide a financial contribution or in-kind services to the DID Authority in lieu of having their properties assessed. The billing and collection of property owner assessments will be performed by the DID Authority with assistance from the City of Reading Tax Administration and Solicitor offices. All owner-occupied residential properties will be exempt from paying an assessment fee.

Reading DID has been and will continue to be aggressive in securing funds for enhanced programming and improvements through local, state and federal grants. Pennsylvania Department of Community and Economic Development grant opportunities, such as the Main Street, Elm Street, and Housing and Redevelopment Assistance programs, will be pursued. Reading DID will also seek federal Community Development Block Grant funds. No streetscape or other physical improvements are proposed.

VII. 2016 BUDGET SUMMARY

REVENUE:

Assessments	\$565,600
Fees for Services/Contracts	156,750
Tax Exempt Contributions	43,000

EXPENSES:

Administration	58,250
Personnel	182,100
PROGRAMS & SERVICES:	
Marketing & Promotion	50,000
Ambassador Services	475,000
Capital Expenditures	0

TOTAL REVENUE:

\$765,350

TOTAL EXPENSES:

\$765,350

VIII. SERVICES CURRENTLY PROVIDED BY DID:

- **Ambassador Services** – DID has a team of Ambassadors who are focused on the areas of safety, environmental maintenance and hospitality/guide services. The Ambassadors are easily recognized by their uniforms (bright red shirts/jackets and khaki pants). These uniforms allow downtown workers, residents and visitors to quickly identify the Ambassadors should they need assistance with safety, maintenance or other related matters.

Safety-related assignments are carried out in a variety of ways:

- Foot patrols
- Bicycle patrols
- Segway® patrols
- Business security checks
- Parking facility patrols
- Personal safety escorts
- “Quality of Life” interactions
- Special event security
- Social service outreach and referral
- Crime prevention education
- Information sharing with law enforcement personnel

Environmental Maintenance – This encompasses the following:

- Manual cleaning -- broom and pan
- Mechanical cleaning – vacuum and pavement scrubbing
- Graffiti and handbill removal
- Pressure washing
- Leaf removal
- Snow and ice removal
- Weed abatement

- **Hospitality/Guide Services** – These services include:
 - Furnish information
 - Provide directions
 - Respond to service requests
- **Special Events Planning and Implementation** – DID oversees the planning and implementation of several special events during the course of the year, including:
 - Holiday Parade
 - Holiday tree lighting ceremony
 - MidDay Cafes
 - Scarecrow contest
 - Fire + Ice Fest

DID also works in conjunction with other public authorities, agencies, governmental bodies and private enterprises on a variety of projects and activities related to the improvement of downtown. Among those we partner with are:

- City of Reading Community Development Department
- City of Reading Public Works Department
- Reading Parking Authority
- Reading Redevelopment Authority
- Wyomissing Foundation
- Berks County Community Foundation
- Greater Reading Chamber of Commerce & Industry
- Go Greater Reading
- Berks Community Television
- GoggleWorks
- Berks County Commissioners
- State Representative Tom Caltagirone
- Reading Eagle Company
- Santander Arena
- Santander Performing Arts Center
- Reading Musical Foundation
- Reading Symphony Orchestra
- Reading Area Community College
- Albright College
- Alvernia University

As evidenced by our extensive involvement in the downtown community, DID is deeply committed to the improvement and revitalization of downtown Reading. With the generous financial support from private benefactors, we can continue and expand on this mission now and in the future.

IX. SUMMARY OF 2014 ACTIVITIES

2014 was a busy year for the Reading Downtown Improvement District (DID). From increased activity involving the Reading Main Street Program to planning a first-ever Fire + Ice Fest, DID was intently focused on programs and projects to rejuvenate downtown Reading.

Here's a summary of major activities for the year:

- **Main Street Program** – DID was designated as an accredited *National Main Street Program* for meeting the commercial district revitalization performance standards set by the National Main Street Center®, a subsidiary of the National Trust for Historic Preservation.

In addition, the Reading Main Street Board of Directors began meeting starting in August. The board is chaired by Jack Gulati, a local entrepreneur who has operated a variety of businesses and who currently owns the Reading Royals hockey team. Other board members are Ellen Horan, President and CEO of the Greater Reading Chamber of Commerce & Industry; Sean Moretti, who owns Destination Realty, LLC in Reading and is also a real estate broker; Brian Fichthorn, who is a financial project manager with Brentwood Industries and board president of Genesis Theatre; and John Kramer, Director Emeritus of the Center for Community Leadership at Albright College.

As part of the Main Street Program's initiatives, informational meetings were held with downtown business owners to make them aware of various benefits – including grant funding for physical improvements and marketing – that are part of the program. Special workshops were also held to assist business owners with such things as proper signage and creation of marketing plans.

Ambassadors in Action – DID's Ambassadors were on the go throughout the year, starting with January's harsh winter weather. Several storms kept the squad busy well into March with snow and ice removal. Ongoing efforts at trash removal yielded 20,572 bags of trash for the year, along with 4,518 bags of leaves that were collected within the District's boundaries between September and November.

As always, workers and residents in downtown Reading took advantage of the Ambassador service of escorting them to and from their vehicles. Nearly 500 calls were responded to during 2014. In addition, the Ambassadors checked in daily with dozens of businesses within the District as part of DID's business safety and awareness program. Those numbers totaled almost 14,000 for the year, which doesn't include 8,307 checks of Reading Parking Authority facilities.

Other duties performed by the Ambassador team included setup and tear-down during MidDay Cafes and special events, such as the first Scarecrow Contest that was held in the fall and Cups of Compassion that was conducted in December.

Reading Fire + Ice Fest – Planning for this major winter-time event began in the fall and carried through until the festival was held January 16-18, 2015 between the 400 and 600 blocks of Penn Street.

Funding for this first-ever event was provided in large part by a generous grant from the Hawley and Myrtle Quire Fund of the Berks County Community Foundation. Major support was also provided by the Reading Eagle Company and WEEU; Greater Reading Chamber of Commerce & Industry, Abraham Lincoln Hotel; the City of Reading; and Dean Frymoyer LLC. Several local companies also sponsored ice sculptures.

- Hundreds of people attended the festival, which featured ice carving exhibitions and competitions, large interactive ice sculptures, live music on stage at Fifth and Penn streets, a chili cook-off, and an informal Snowfall Ball. Based on feedback from the public, Reading Fire + Ice Fest was an unqualified success, and DID hopes to secure funding to hold the festival in 2016.
- **MidDay Cafes, Reading Holiday Parade, Holiday Tree Lighting Ceremony, Scarecrow Contest** – All of these are DID-sponsored annual events, except the Scarecrow Contest, which was held for the first time and attracted a lot of public and news media attention. Plans are to hold the contest again this fall and expand it to include more entries and additional autumn decorations. The other events attracted hundreds of participants and attendees to downtown Reading.

- **DID Newsletter** – Dormant for several years, the DID newsletter was revived and renamed “Destination: Downtown Reading!” The publication is distributed twice a month in print and electronic form, and features a variety of articles, including the latest happenings downtown and profiles of businesses in the District.

X. VISION

As we move forward, the Reading Downtown Improvement District sees tremendous opportunity for rejuvenation of the city’s commercial core. There already are several urban amenities and organizations, in addition to DID, in place that position the city to achieve a greater level of economic prosperity and vitality. It’s a matter of “connecting the dots” to get to the next level and beyond.

Our focus will continue to be on the core mission of Safe, Clean and Green. At the same time, we would like to share a broader vision for downtown Reading and hope to play a key part in making that vision a reality by providing a physical environment that promotes change.

Studies have shown that vibrant downtowns are the focal point of the community at large and both draw in visitors and encourage them to explore neighboring points of interest and activity. That’s why it’s so important to re-energize downtown Reading, which ultimately will be to the benefit of outlying communities in Berks County.

From an arts, entertainment and education perspective, downtown Reading is experiencing a resurgence to some degree with impressive venues such as GoggleWorks Center for the Arts, IMAX theaters, The Miller Center for the Arts, Santander Arena, and Santander Performing Arts Center. There are two notable hotels – the history-steeped Abraham Lincoln Hotel and the soon-to-open DoubleTree Hotel. The downtown landscape is rich with restaurants both large and small, including The Peanut Bar, Judy’s on Cherry, Panevino’s, Outside In, Mi Casa Su Casa, Pauline’s Soups, Russo’s Pizza, and many more. Housing opportunities include Manor at Market Square to Washington Towers to GoggleWorks Apartments. Downtown is also home to major private employers such as Santander Bank and Wells Fargo Bank, as well as county and state employers.

But there’s no room to sit on the laurels of this success. Much more can, and needs, to be accomplished. We envision downtown as being a vibrant marketplace, neighborhood, business center and public gathering space for the people of Greater Reading. The public streets and courtyards will be bustling with organized events, street vendors, outdoor cafes and sidewalk sales. New residential construction will add to this buzz and create a great environment for evening activities and entertainment at the previously mentioned facilities, not to mention new ones that will open as a result of this revival. Property owners will upgrade existing retail spaces, and entrepreneurs will be drawn to downtown to create new office space, which in turn will attract a larger number of employees.

Key to this vision is a cohesive collaboration between private and public entities. Strong alliances between businesses and local governing bodies are crucial to success. Other elements that will play a critical role in the revival include:

- Attracting people to live downtown. Across the nation, there exists concrete evidence that shows downtown residents spur economic activity in areas where they live. From restaurants to clothing stores to cultural/entertainment venues, these residents are in need of businesses and attractions that are conveniently located and within walking distance of their homes. Housing should be made available for professionals who have expendable income and are looking to spend their money in the neighborhoods where they reside.

Recent research in North Carolina found that for every unit of housing added to a downtown, between \$7,000 and \$19,000 of investment downtown is generated just in spending by that resident.

- Make downtown more pedestrian friendly. This needs to be a high priority. A sense of place is best experienced on foot. One cannot appreciate the amenities offered by a downtown while sitting in a vehicle. If sidewalks are well lit and perceived as safe and comfortable, it makes the downtown a desirable, appealing place. This leads to more human activity and in turn attracts even more activity, since people are drawn to lively places. It's especially important to create this pedestrian-appealing environment so that those working downtown will be more inclined to remain in the area after work and enjoy all that it has to offer, from interesting boutiques and specialty shops to appealing restaurants and cafes.
- Better use of open public spaces. These include Penn Square, along the riverfront, City Park, and several spacious courtyards such as the one at Sixth and Penn streets. From music fests to art shows, these spaces are superb locations to stage numerous events and activities and increase pedestrian traffic and community interaction.
- A more concerted effort is needed between public and private entities to attract new businesses downtown and fill in the vacant gaps that currently exist. A stronger retail base is necessary, along with new employers both large and small.
- Establishment of high speed rail service between Philadelphia to Reading should be a priority. This goes hand-in-hand with the first element of attracting people to live downtown. Such service would encourage professionals from the Philadelphia environs to reside in the downtown Reading area, where housing and cost of living would be significantly less than in Philadelphia.
- The city needs to build upon its cultural and arts opportunities and venues. Numerous studies have shown that a direct correlation exists between these offerings and the vibrancy of a downtown's commercial core. The recent announcement of a five-year deal to bring an international arts conference to the GoggleWorks is a great opportunity for the downtown and hopefully will spur more activity in the future.
- A robust façade improvement program is necessary to bolster the outward appearance of the commercial corridor. Attractive facades will create a more inviting, effervescent atmosphere for the downtown and have proven to increase retail and business traffic.

Elevating downtown Reading to greater levels of economic prosperity is going to take time and patience. But it also demands intense focus, drive and determination on the part of both public and private

enterprise, as well as a cohesive approach and a unified vision for the future. We're confident all of this can be achieved for the greater good of downtown.

XI. PROCEDURE/TIMELINE

Reading DID will follow a similar process (outlined below) for this restructuring as for the previous renewal in 2005. Only legal owners of assessed properties within the district will be eligible to approve the five-year Reading DID plan.

1. RDIDA prepared and mailed preliminary plan; Reading City Council will adopt restructuring ordinance and services agreement with City of Reading for renewal period.
2. Advertise and hold public hearing(s) for preliminary plan.
3. Prepare and mail final plan; advertise and hold public hearing for final plan. Begin 45 day voting period.
4. Reading City Council adopts Ordinance approving final plan. A negative vote by 40% or more of eligible property owners is required to defeat the renewal of Reading DID. An objection shall be registered in writing, signed by the property owner, with the Reading City Clerk within 45 days of the presentation of the final plan. Each eligible property owner shall be entitled to one vote for each parcel of land owned.

XII. TESTIMONIALS

"I must let you know how fantastic your entire staff is and how they make a difference in downtown Reading. I work for Santander Bank at 601 Penn Street and have worked at that building and the building at the corner of 6th & Washington for 30 years and am so proud and grateful of how your staff does their best to keep the areas safe and clean for all of us.

As I was leaving 601 around 7:30 last night, Charles Hunt (I hope I remembered his name correctly) was sweeping up trash (mostly cigarette butts) and the guy had a huge smile on his face and pleasantly said "Good evening – have a great rest of your day." I thanked him for that and for keeping our city clean. Well, after my long day, he made mine!"

Julie Santers – Senior Vice President in the Compliance Risk Management Department at Santander Bank

"We're very fortunate at Mi Casa Su Casa to have the Reading Downtown Improvement District as a 'business partner.' DID has given us so many opportunities to promote and expand our restaurant business. And we can't say enough about the cleaning and safety services offered by the DID Ambassadors. Downtown Reading is very fortunate to have such an active organization supporting the commercial community."

Johanny Cepeda, Owner, Mi Casa Su Casa Café (restaurant located at 320 Penn Street)

"I have recently taken the bold move to relocate my business from Wyomissing to Downtown Reading. Upon request, I had the pleasure of meeting Chuck Broad and Carl Brown of the Reading Downtown Improvement District. They were able to address my primary concern of safety by describing the Ambassador Program. They also provided a wealth of information about the services and programs

that the DID perform for the City of Reading. In turn, I was able to relay this information to my customer base and by doing so I was able to retain a customer who was thinking of leaving me due to their perception of safety.

As a business owner, I appreciated the care and attention that the DID not only gave to me and my business but I also appreciate what they are doing for the City of Reading. I am grateful to have this resource available to me as a business owner in downtown Reading.”

Toni Reece, President, The PEOPLE Academy, Inc. and Founder of The PEOPLE Chronicles

XIII. LIST OF PROPERTIES

See attached.

Drafted by	DID Solicitor
Sponsored by/Referred by	Council President
Introduced on	July 27, 2015
Advertised on	August 3, 2015

CITY COUNCIL OF THE CITY OF READING

BERKS COUNTY, PENNSYLVANIA

ORDINANCE NO. _____ 2015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, AMENDING BILL NO. 41-2005, TO AUTHORIZE THE RE-ESTABLISHMENT OF THE "CITY OF READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY," PURSUANT TO THE NEIGHBORHOOD IMPROVEMENT DISTRICT ACT, 73 P.S. SECTION 831, *ET SEQ.*; RE-ESTABLISHING THE DOWNTOWN IMPROVEMENT DISTRICT AND ITS BOUNDARIES, APPOINTING THE READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY AS THE NEIGHBORHOOD IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION AND AS PROVIDER OF MANAGERIAL AND ADMINISTRATIVE SERVICES FOR THE CITY MAIN STREET PROGRAM, ESTABLISHING A LIMITATION FOR ITS EXISTENCE, AUTHORIZING ASSESSMENTS, AND ESTABLISHING A COLLECTION PROCEDURE FOR LIENS, AND PROVIDING FOR A REPEALER

WHEREAS, the City Council of the City of Reading, Berks County, Pennsylvania, finds that the owners of properties including business, professional, commercial and residential properties in the core business district of the City of Reading desire a downtown that is attractive, clean, safe and friendly to residents, visitors and business invitees;

WHEREAS, the Commonwealth of Pennsylvania has adopted enabling legislation, specifically the Neighborhood Improvement District Act, 73 P.S. § 831, Act No. 2000-130, authorizing the creation of Neighborhood Improvement Districts to enable property owners in neighborhoods to provide services to their neighborhoods that supplement municipal services otherwise provided.

WHEREAS, the Neighborhood Improvement District Act provides for the assessment of property owners within the Neighborhood Improvement District to pay for those additional services;

WHEREAS, the current Downtown Improvement District Authority for the City of Reading, established pursuant to the Municipality Authorities Act of 1945, P.L. 382, No. 164, as amended, and Ordinance No. 41-2005, was re-authorized on July 1, 2005;

WHEREAS, the current Downtown Improvement District Authority for the City of Reading will terminate on December 31, 2015, pursuant to the sunset provision in its enabling Ordinance, unless it is re-authorized by the City Council;

WHEREAS, during the current period of the existence of the Downtown Improvement District Authority, the City Council established the Reading Main Street Program with support from the Pennsylvania Department of Community and Economic Development and the Pennsylvania Downtown Center under Ordinance No. 95-2010 for the purpose of elimination of blight and economic revitalization of Downtown Reading;

WHEREAS, by Ordinance No. 5-2013, City Council authorized the Reading Downtown Improvement District Authority Board to exercise fiduciary and administrative oversight over the Reading Main Street Program and authorized the Executive Director of the Reading Downtown Improvement District to act as the Program Manager for the Reading Main Street Program; and,

WHEREAS, the City Council of the City of Reading believes that the re-authorization and re-establishment of the Reading Downtown Improvement District Authority, with the Reading Downtown Improvement District Authority serving as the Neighborhood Improvement District Management Association for the Downtown Improvement District and as the provider of fiduciary and administrative oversight and as Program Manager for the Reading Main Street Program, is necessary and desirable to strengthen the downtown and improve the probability of success of businesses and the preservation of the amenities of life for residents and commercial occupants within the Downtown Improvement District.

NOW THEREFORE BE IT ENACTED AND ORDAINED by the City Council of the City of Reading, Berks County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same as follows:

SECTION 1. Re-Establishment of the Reading Downtown Improvement District Authority.

The Reading Downtown Improvement District Authority (“Authority”), originally established by Ordinance No. 41-2005, titled “An Ordinance Authorizing the City of Reading to Organize an Authority to be Known as the “Reading Downtown Improvement District Authority,” and as amended (which amendments are incorporated by reference) is hereby re-established pursuant to the Municipality Authorities Act and the Neighborhood Improvement District Act, pursuant to the terms set forth herein.

SECTION 2. Re-Establishment of Neighborhood Improvement District. As authorized by Act 2000-130, 73 P.S. § 831 *et seq.* known as the Neighborhood Improvement District Act of 2000 (hereinafter the “Act”), Authority, as re-established, shall be organized and exist for the purposes of providing cleaning, maintenance, and security, as well as other services as authorized, in the area described hereinbelow, which shall be known as the “Reading Downtown Improvement District” (“District”):

BEGINNING at the intersection of Washington Street and North Second Street; along North Second Street to Walnut Street to North Third Street to Washington Street to Madison Avenue; to Elm Street excluding 430, 432 and 438 Elm Street; along Elm Street to Church Street to Walnut Street to Poplar Street to Washington Street to Moss Street to Court Street, excluding 906, 908, 910, 912, 914, 916, 918 and 920 Washington Street and 40 Moss Street; along Court Street to North Eleventh Street, excluding 11, 15, 17, 19, 21 and 23 North Tenth Street and 24, 22, 20, 18, 16, 14, 12, 10 and 6 North Eleventh Street; along North Eleventh Street crossing Penn Street to South Eleventh Street; along South Eleventh Street to Cherry Street to South Ninth Street, excluding 1013 Cherry Street, 25, 23, 21, 19, 17, 15, 13, 11 and 9 South Tenth Street, 915, 913, 911, 909, 907 Cherry Street, 914 rear Penn Street, and 25, 23, 21, 19, 17 and 13 South Ninth Street; along South Ninth Street to Franklin Street to South Seventh Street to Chestnut Street to Plum Street to Franklin Street, including 112 and 108 Plum and 614, 618 and 622 Franklin Street; along Franklin Street to Pearl Street excluding 514, 516, 518, 520, and 522 Franklin Street; along Pearl Street to Chestnut Street to Wood Street, excluding 521, 519, 517, 433, 431, 429, 427, 425 and 421 Chestnut Street; along Wood Street to Franklin Street to South Fourth Street to Cherry Street to Carpenter Street to South Third Street, excluding 341, 339, 337, 335, 333, 331, 329 and 327 Franklin Street and including 30 South Fourth Street; continuing along Cherry Street to South Second Street to Franklin Street, excluding 27, 25, 23, 21, 19, 17, 15, 13 and 11 South Second Street; along Franklin Street to South Front Street to North Front Street to Washington Street to North Second Street, place of BEGINNING.

A map showing the general boundaries, site, and situation of the proposed District is attached hereto, incorporated herein, and marked as Exhibit "A".

The Authority may recommend to City Council more specific boundaries of the designated District. The Authority shall have the authority to develop and make business improvements and provide administrative services, including additional security, cleaning and maintenance, marketing, and other management services. The Authority shall have the authority to impose an assessment on each benefited property in the designated district described in this Section.

SECTION 3. Responsibilities of the Reading Downtown Improvement District Authority. The responsibilities of the Reading Downtown Improvement District Authority shall be to facilitate a "Clean and Safe" Downtown, as set forth in the Final Plan for the Downtown Improvement District, which will be attached hereto, incorporated herein, and marked as Exhibit "B" and the Municipal Services Agreement between the City and the Reading Downtown Improvement District Authority, which will be attached hereto, incorporated herein, and marked as Exhibit "C." The Board of Directors of the Reading Downtown Improvement District Authority shall continue to provide fiduciary and administrative oversight to the Reading Main Street Program, and the Executive Director of the Reading Downtown Improvement District shall continue to serve as Program Manager for the Reading Main Street Program, all for compensation as set forth in the attached Municipal Services Agreement, and any amendments thereto.

SECTION 4. Authorization of City Solicitor. The City Solicitor is authorized and directed to cause notice of this Ordinance to be published to the extent required by and in accordance with the Neighborhood Improvement District Act and the Municipality Authorities Act. The Authority and its Solicitor are further authorized and directed to take all steps necessary for the filing, in accordance with the Neighborhood Improvement District Act and the Municipality Authorities Act, of amendments to the Articles of Incorporation of the Authority and By-Laws of the Authority as required by the Neighborhood Improvement District Act, the Municipality Authorities Act, or other applicable law.

SECTION 5. Management. The Authority, an existing municipal authority established pursuant to the Act of May 2, 1945 (P.L. 382, No. 164, known as the Municipality Authorities Act of 1945), shall be re-authorized, and shall be appointed as Neighborhood Improvement District Management Association

of the City of Reading Downtown Improvement District and authorized to exercise all powers provided for in Section 7 of the Act, 73 P.S. § 837, provided that the Final Plan for the District is approved by City Council after notice to the public and public hearings.

SECTION 6. Levy of Special Assessment. In accordance with the provisions of Sections (4) (5) and (10) of the Act, 73 P.S. § 834 (5) and (10), an assessment fee shall be imposed on all non-excluded properties located within the boundaries of the District provided that the Final Plan for the District is approved by City Council after notice to the public and public hearings.

(a) Amount and Method of Assessment. The assessment shall be made as of January 1, 2016, and is based on the cost estimates provided in the Final Plan of the Reading Downtown Improvement District and shall be as follows:

(1) Commercial properties, industrial properties, and commercial apartment buildings within the District shall be assessed at the rate of five and three hundred twenty seven one thousandth (5.327) mills for each one thousand dollars of assessed value as set by the Berks County Assessment Office.

(2) Owner-occupied residential properties shall be excluded from the payment of the special property assessment provided such properties are carried as "Residential" in the assessment records for the County of Berks, Commonwealth of Pennsylvania.

(3) Tax-exempt property owners within the District shall be allowed and encouraged to provide in-kind services or a financial contribution to the Authority in lieu of assessment.

(b) Payment of Assessment. Payment of the entirety of the assessment, beginning with sums due on January 1, 2016 and each January 1 of each year thereafter, shall be due no later than sixty (60) days following the date of mailing of the notice of assessment.

(c) Liens. Assessments shall constitute liens and encumbrances upon the assessed property and shall be collectable in accordance with the provisions of Section 7(d) of the Act, 73 P.S. § 837 (d) and in general may be collected in the same manner as municipal tax claims notwithstanding the provision of this section as to installment payments.

(d) Delinquent Payment of Assessments. In the event of delinquency or failure to remit assessments, the property shall be subject to lien and the property owner shall be additionally assessed for costs of collection, interest at a rate of ten percent (10%) per annum, as authorized by the Municipal Claims and Tax Liens Law, and counsel fees.

SECTION 7. Collection of Assessments. The Authority is designated as the collector for assessments provided for herein.

SECTION 8. Sunset Provision.

(a) The Authority shall automatically terminate on December 31, 2020, unless continued or extended by subsequent action of the City Council of the City of Reading in accordance with the provisions of the Act, 73 P.S. § 830, *et seq.*

(b) In the event of termination, all property of the Authority shall pass to the City of Reading and the District shall cease to exist.

SECTION 9. Municipal Services Agreement. An agreement shall be prepared and approved by between the City Council of the City of Reading and the Board of the Authority which will govern respective specific powers, duties and responsibilities of the City of Reading and the Authority. This Services Agreement shall be attached to this Ordinance as Exhibit "C" and shall be hereby incorporated by reference as though the same were set forth herein at length.

SECTION 10. No Reduction in Services. The City of Reading shall in no way reduce or suspend the current level of services currently being provided to the geographic area of the District as a result of the re-establishment of the Authority. Services provided by the Authority shall be in addition to services provided by the City of Reading. The Authority shall periodically monitor the quantity and quality of City services outlined in the agreement.

SECTION 11. Severability. If any sentence, clause, section or part of this Part is for any reason found to be illegal, invalid or unconstitutional, such illegality, invalidity or unconstitutionality shall not affect or impair any of the remaining provisions, sentences, clauses, sections of this Part. It is hereby declared to be the intent of the City Council of the City of Reading that this Part would have been adopted had such illegal, invalid or unconstitutional sentence, clause, section or part thereof not been included therein.

SECTION 12. Contingency of Final Plan Approval. This Ordinance shall take effect immediately, however, the existence of the Authority shall cease in the event the plan for the District, as put forth by the Authority is not approved after public review, as required by the Act. This Ordinance shall be null and void, and of no legal force or effect unless the Final Plan for the District is approved by the City Council and property owners within the above-described area encompassing the District, in accordance with applicable law, including but not limited to the Neighborhood Improvement District Act.

SECTION 13. Repealer. All ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance.

SECTION 14. Effective Date. The within ordinance shall take effect immediately upon adoption and approval by the Mayor.

DULY ENACTED AND ORDAINED by the City Council of the City of Reading, Berks County, Pennsylvania, in lawful session duly assembled, this ____ day of _____, 2015.

CITY OF READING, BERKS COUNTY, PA

Francis G. Acosta, Council President

Attest:

_____ (SEAL)

Linda A. Kelleher, City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

**AGREEMENT BY AND BETWEEN
THE CITY OF READING AND
THE READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY**

THIS AGREEMENT, entered into this ____ day of _____, 2015, by and between THE CITY OF READING, a Pennsylvania Municipal Corporation, organized as a City of the Third Class pursuant to the Pennsylvania Third Class City Code, having its principal offices located at 815 Washington Street, Reading, Berks County, Pennsylvania (hereinafter referred to as the "City");

AND

THE READING DOWNTOWN IMPROVEMENT DISTRICT AUTHORITY, a Pennsylvania Municipal Authority, organized pursuant to the Pennsylvania Municipality Authorities Act and the Pennsylvania Neighborhood Improvement District Act, having its principal offices located at 645 Penn Street, Fifth Floor, Reading, Berks County, Pennsylvania (hereinafter referred to as the "DID Authority" or the "DID").

BACKGROUND

WHEREAS, the DID Authority was organized by the City pursuant to Bill No. 134-94, adopted on January 11, 1995 which authorized the City to organize an Authority for the purpose of making business improvements and providing administrative services to the central business district of the City, to be known as the "Reading Downtown Improvement District" (hereinafter referred to as the "DID"), as authorized by the Business Improvement District Act ("BID Act") then in effect;

WHEREAS, the DID Authority was renewed and reauthorized in 2000 under the BID Act, and renewed and reauthorized again in 2005, under the Neighborhood Improvement District Act (“NID Act”), which superseded the BID Act, and now has a sunset date of December 31, 2015;

WHEREAS, pursuant to the NID Act and the terms of its 2005 renewal, the DID Authority was authorized to act at the Neighborhood Improvement District Management Association (“NIDMA”) for the DID;

WHEREAS, the City, by the adoption of Ordinance No. 95-2010 on November 22, 2010, established the “Reading Main Street Program” with support from the Commonwealth of Pennsylvania, Department of Community and Economic Development and the Pennsylvania Downtown Center, for purposes of elimination of blight, and economic revitalization in the Downtown area of the City;

WHEREAS, in 2013, by Ordinance No. 5-2013, City Council authorized the Board of Directors of the DID Authority to exercise fiduciary and administrative oversight over the Reading Main Street Program, and authorized the Executive Director of the DID to serve as the Program Manager for the Reading Main Street Program;

WHEREAS, the DID Authority now requests a) the re-establishment and re-authorization of the DID Authority for another five (5) year period, until December 31, 2020; b) the authorization of the DID Authority to continue to act as the NIDMA for the DID, and c) the authorization of the DID Authority to continue to exercise fiduciary and administrative oversight of the Reading Main Street Program, and for the DID Executive Director to continue to serve as Program Manager for the Reading Main Street Program;

WHEREAS, the City and the DID Authority are taking the steps required by the Municipality Authorities Act and the NID Act to re-establish the DID Authority; expand the DID, and authorize the DID Authority to act as the NIDMA and continue to exercise fiduciary, administrative oversight, and program management, for the Reading Main Street Program; and,

WHEREAS, the NID Act requires that an agreement be entered into between the governing body and the NIDMA setting forth the respective duties and responsibilities of the respective parties.

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

I. CITY RESPONSIBILITIES

1. **Maintenance of Base Level of Services.** The City shall maintain the present base level of services within the DID boundary area. The City will not reduce the base level of services contained in this Agreement from its current level of services.

2. **Billing and Collection Services.**

a) While the DID Authority has its own billing and collection program for the billing and collection of property owner assessments, the Administrative Services Department will assist the DID Authority with all matters relating to property ownership and tax information regarding properties within the DID Authority boundary area.

b) In the event that it is requested in writing by the DID Authority, the City shall be responsible for the collection of all property assessment fees levied upon property owners in the DID. In the absence of such a request, the DID Authority shall be responsible for billing and collection of property owner assessments.

3. Police Services

a) The Police Department will cooperate and work with the DID Authority in coordinating, implementing, and monitoring the DID Security Program, to efficiently utilize and maximize the resources of both the Police and the DID Authority. This shall include, but not be limited to:

i. identification and utilization of supervisory personnel in the Police Department to serve as liaison(s) with and communicate with DID supervisors and safety personnel;

ii. meeting with DID supervisors and safety personnel periodically and as needed to share information regarding crime reports and to suggest deployment strategies; and,

iii. allowing talk-group(s) on the existing City radio system to be used for DID Authority personnel.

4. Other Services. The following are additional services or activities carried out by one or more departments of the City of Reading that will be continued:

a) Traffic Control – The City will provide traffic control services (e.g., police, barricades, etc.) at the request of the DID Authority, and as deemed necessary by the Police.

b) Hanging of Banners – The DID Authority may purchase street banners to fit the existing hardware installed by the City throughout the DID boundary area. The City will hang and remove banners within the boundaries at no cost to the DID Authority.

c) Holiday Tree – The City currently purchases, installs, and decorates a tree for the holidays at the corner of Fifth and Penn Streets.

d) Holiday Lights – The City currently installs, but does not purchase, white holiday lighting in the 100 block of North Fifth Street and in the 00 and 100 blocks of North Ninth Street.

II. DID AUTHORITY RESPONSIBILITIES

1. **Replacement of Services Previously Provided by the City.** The DID Authority will, as set forth in the Agreement of August 30, 1995, provide the following cleaning services in replacement of services previously provided by the City in the area known as “Penn Square” (Penn Street between Fourth and Sixth Streets), the area known as “Courtyard One” (located between 601 and 645 Penn Street), the area known as “Courtyard Two” (located between the Wachovia Building at Sixth and Penn Streets and the State Office Building located at Sixth and Cherry Streets) and the area known as “Market Square Plaza” (located at 824 to 840 Penn Street). All of these areas shall be referred to collectively as the (“Project Area”):

a) **Manual Sweeping/Vacuuming, and Maintenance** - Trained daytime employees, wearing uniforms, name tags, radios, and carrying information packets shall walk through the Project Area and, on a daily basis:

- i) broom clean and vacuum with hand operated vacuum equipment sidewalks and gutter areas;
- ii) remove litter from planters, tree pits, and building stairwells;
- iii) clean up in and around bus shelters; and,
- iv) empty trash receptacles two to three times per day, or as needed.

b) **Snow and Ice Removal** - After periods of snowfall, DID personnel shall apply an anti-skid or ice melter (to be supplied by the City) **as set forth in Section 2(b)(viii) of this Agreement.**

2. **DID Services Over and Above City Services.** The DID Authority will, as set forth in the Agreement of August 30, 1995, provide the following services over and above City services in the DID Area and in the Project Area:

a) **Ambassador Services** - Personnel wearing uniforms, name tags, radios, and carrying information packets shall circulate on foot and on bicycles through the DID area from 7:00 a.m. to 10:30 p.m. weekdays, 8:30 a.m. to 5:00 p.m. on Saturday, on special occasions as directed by the DID Authority, and, on a daily basis:

- i) serve as additional visible security enhancements and as “eyes and ears” for the Police, including foot, bicycle, and Segway™ patrols of streets and parking facilities in the DID area;
- ii) serve as goodwill representatives of Downtown Reading, politely and courteously meeting and greeting visitors and supplying information and directions; and,

- iii) conducting business security checks;
- iv) providing security for special events;
- v) crime prevention education;
- vi) respond to requests for assistance by property and business owners, residents, visitors, the Reading Police, and other City Departments, including encouraging loiterers to move on to another location, and referrals to police and social service agencies as needed.

b) Cleaning and Maintenance – Personnel wearing uniforms, name tags, radios, and carrying information packets shall:

- i) broom clean and vacuum with hand operated and mechanized vacuum equipment sidewalks and gutter areas;
- ii) remove litter from planters, tree pits, and building stairwells;
- iii) clean up in and around bus shelters;
- iv) empty trash receptacles two to three times per day, or as needed;
- v) perform mechanized sweeping and vacuuming throughout the DID area at a minimum three days per week (weather permitting);
- vi) steam clean/pressure wash the area between Fifth and Sixth Streets along Penn Street a minimum of two times per year;
- vii) remove graffiti and handbills from public and private properties within the DID, as needed;
- viii) after periods of snowfall, shovel sidewalks at intersections, handicap ramps, and at pedestrian crosswalk areas, and apply an anti-skid agent or rock salt (to be supplied by the City); and,
- ix) leaf removal.

c) Marketing and Promotional Services – Personnel shall provide marketing and promotional services to property owners, merchants, employees and visitors in the downtown, including but not limited to:

i) presenting Mid-Day Café events annually each summer, and other seasonal special events as may be determined appropriate; and

ii) sponsoring and organizing the annual Holiday Parade and Tree Lighting ceremony.

d) **Event Coordination.** The DID shall serve as the coordinator of events in the DID Area. The City, the DID Executive Director, and the organizer of any public event in the DID Area shall hold a coordination meeting to avoid conflicts in scheduling and resource utilization prior to the issuance of permits for such event(s) by the City.

e) **Self-Service Vending Boxes.** The DID shall regulate the location and condition of all self-service vending boxes for newspapers, circulars, and pamphlets located in the DID Area. The City shall assist as needed with enforcement and the initiation of or cooperation in prosecution with respect to such boxes in the DID Area.

3. **Scope of Work by DID**

a) **Refuse Disposal** – Refuse generated by cleaning services of DID personnel, including refuse from trash receptacles, refuse materials collected by manual sweeping vacuuming, and refuse from mechanical sweeping/vacuuming will be accepted by the City for disposal through the Department of Public Works. The City of Reading shall collect refuse from one designated collection location in the following manner:

i) **Litter can bag liners** – The DID will discard in containers located at Thirteenth and Walnut Streets. The City shall empty this container Mondays, Wednesdays and Fridays. No refuse shall remain on the street or sidewalk in the DID once it has been removed. The City shall empty these containers Mondays, Wednesdays and Fridays.

ii. **Mechanical sweeping refuse** – DID will discard in containers located at Thirteenth and Walnut Streets. The City shall empty these containers Mondays, Wednesdays and Fridays.

b) **Application of Herbicide**

i) DID shall be responsible to keep cracks weed free at all times in the area between the curb line and the building line or between the curb line and the inside edge of the sidewalk, including tree pits. All cracks within this area shall be weed free.

ii) DID shall remove, either mechanically or by hand, all existing weeds from within the above-designated areas. DID shall dispose of all weeds and debris. bag and

iii) After removal of weeds, DID shall treat designated areas with weed killer as necessary. DID is responsible for the control of weeds on a regular basis throughout the year. Frequency of treatment shall be determined by DID as needed to control the growth and appearance of new weeds. Regular maintenance shall be performed to deter the growth of new weeds and treat or remove any new weeds as they appear. DID shall maintain area in weed-free condition at all times.

iv) Application of all weed killers shall be made by the State Certified Applicator. Applications shall be made in accordance with manufacturers' recommended rates and conditions.

v) DID shall take necessary precautions not to damage any plants, trees, or planter areas. Treated areas shall be limited to weeds growing in cracks only.

vi) DID shall make chemical/herbicide applications at a time to prevent exposure of pedestrians to products used in the treatment of weeds.

c) Escort Service - DID Authority Ambassadors shall provide escort service to and from area parking garages from 7:00 a.m. to 10:30 p.m. weekdays, 8:30 a.m. to 5:00 p.m. on Saturday, and by special arrangement. Ambassadors make daily checks to businesses in the DID area.

d) Marketing Service - DID will maintain an inventory of businesses and available real estate within the downtown area. No less than four newsletters will be published annually promoting downtown shops, restaurants and events. The Downtown Reading website will be kept updated as necessary.

e) Management and Administration of the Reading Main Street Program - The City has received a Keystone Communities/Main Street designation from the Commonwealth of Pennsylvania, Department of Community and Economic Development, geared towards the revitalization of Downtown Reading. The vision of the Reading Main Street Program is to be achieved through the cooperative efforts of City government, non-profit organizations, businesses, private developers, and volunteers to implement design; promotion; economic restructuring; and safe, clean and green initiatives. These efforts will be led by the Reading Main Street program as administered by the DID Authority. The DID Authority Board, as described in Ordinance No. 5-2013, shall provide fiduciary and administrative oversight of the Reading Main Street Program. The DID Executive Director shall manage and administer the Main Street Program, including attendance at Main Street Board meetings, preparation of reports, budgeting, and approval of program expenditures and other tasks as shall be determined by the DID Authority and Main Street Boards. The DID Authority shall be compensated by the City for these services to the Reading Main Street Program as set forth in Paragraph 4(b) of this Section II.

4. Payment to DID Authority:

a) **Replacement Services/Services Over and Above City Services.** The City agrees to pay the DID Authority the following sums of One Hundred Thousand Dollars and 00/100 (\$100,000.00) per year for "Replacement Services" and "Services Over and Above City Services." Disbursement of these funds will be one time per month, of one twelfth (1/12) of the total amount, which is Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$8,333.33) per month.

b) **Reading Main Street Program.** The payment described in Paragraph 4(a) of this Section II, above, shall be independent of payment for services rendered by the DID Authority in its capacity as providing fiduciary and administrative oversight and Program Management Services for the Reading Main Street Program. For the services to the Reading Main Street Program, the DID Authority shall receive the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00) per year, with disbursement of these funds one time per month of one twelfth (1/12) of the total amount, which is Four Thousand One Hundred Sixty Six Dollars and Sixty Six Cents (\$4,166.66) per month.

III. CONTRACT TIME FRAME

The contract between the City and the DID Authority will commence January 1, 2016 and terminate December 31, 2020. The contract shall remain in force for the full term of the Reading DID Authority unless either party serves sixty (60) days' notice of termination.

IV. INDEMNIFICATION

The DID will hold the City harmless and indemnify against all claims and losses directly related to the performance of the DID of duties under this Agreement, except matters involving negligent or intentional acts and/or omissions by the City, its officials, agents, contractors, and employees.

The City will hold the DID harmless and indemnify against all claims and losses directly related to the performance of the City of duties under this Agreement, except matters involving negligent or intentional acts and/or omissions by the DID, its officials, agents, contractors, and employees.

V. CITY LIASION

The DID Authority will communicate with and update the Chief of Police, the Director of Public Works, The Executive Director of the Recreation Commission, or such other person as the City shall designate in writing of issues of safety and cleaning as appropriate.

VI. FAILURE TO PERFORM REQUIRED SERVICES

In the event that either party fails to perform the services contained in this Agreement, either party may terminate this agreement upon ten (10) days prior written notice.

VII. CONSTRUCTION

This Agreement shall be construed and interpreted under the laws of the Commonwealth of Pennsylvania.

VIII. JURISDICTION AND VENUE

Any action brought arising from disputes over this agreement shall be brought in the Court of Common Pleas of Berks County, Pennsylvania.

IX. NO ORAL MODIFICATIONS PERMITTED

It is understood that this Agreement contains the entire Services Agreement of the parties and that no modification shall be valid unless in writing and signed by both of the parties to this Agreement.

X. SUCCESSORS AND ASSIGNS

It is understood that this Agreement is a contract for personal services and neither party may assign the rights and obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the successors and assigns of the parties hereto.

XI. CONTINGENCY UPON APPROVAL OF DID PROPERTY OWNERS AND CITY COUNCIL OF FINAL DID PLAN AND RE- ESTABLISHMENT OF THE DID AUTHORITY

This Agreement shall not go into effect unless the Final Plan for the DID is approved by the City Council and DID property owners, in accordance with the NID Act, and unless the DID Authority is re-established by City Council.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals the date and year first above written.

READING DOWNTOWN IMPROVEMENT
DISTRICT AUTHORITY

By: _____
Michael Zielinski, Chairman

Attest: _____ (SEAL)
_____, Secretary

CITY OF READING

By: _____
Vaughn D. Spencer, **Mayor**

Attest: _____ (SEAL)
Linda A. Kelleher, City Clerk

Drafted by	Legal Specialist
Sponsored by/Referred by	Councilor Sterner/Daubert
Introduced on	September 12, 2015

**BILL NO. _____ 2015
AN ORDINANCE**

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT WITH THE "READING'S CHRISTMAS ON THE MOUNTAIN" ORGANIZATION TO OPERATE THE HILLSIDE HOLIDAY LIGHT DISPLAY AT HILLSIDE PLAYGROUND

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

SECTION 1: Authorizing the execution of a lease agreement with "Reading's Christmas on the Mountain" organization to operate the Hillside Holiday Light Display at Hillside Playground as attached in Exhibit A.

SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Adopted _____, 2015

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Agreement**”), dated as of the ____ day of October, 2015 (the “**Effective Date**”), is entered into by the CITY OF READING, a municipal corporation organized, established and existing under the laws of the Commonwealth of Pennsylvania, having an address at 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter referred to as “**Landlord**”), and READING’S CHRISTMAS ON THE MOUNTAIN, LLC a Pennsylvania LLC formed for the purposes of philanthropic endeavors in the Reading area, having a mailing address of P.O. Box ____ (hereinafter referred to as “**Tenant**”). Landlord and Tenant are sometimes collectively referred to hereinafter as the “**Parties,**” and each individually, as a “**Party.**”

BACKGROUND

Landlord owns or controls Hillside Playground a certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, making up a park and playground located on the East side of the 400 block of North 14th Street, City of Reading, County of Berks, Commonwealth of Pennsylvania, together with the building, fields, and improvements situated thereon, all of which is commonly referred to as Hilltop Playground (collectively, the “**Property**”). Tenant is using the Property as a site for a holiday display to serve and entertain the people of the City of Reading and neighboring areas and the incorporation of additional equipment to facilitate the annual event commonly referred to as Christmas on the Mountain (hereinafter, the “**Event**”). Tenant desires to lease from Landlord, and Landlord desires to grant to Tenant, the right to use the Property in accordance with the terms of this Agreement.

The Parties, intending to be legally bound, agree as follows:

1. **LEASE OF PREMISES.** Landlord agrees to lease to Tenant the Property as described follows: (i) the pavilion, the attached building, and any sheds or storage units (ii) the lawn area running alongside the four hundred block of North 14th Street facing the Property, (iii) locations of ingress and egress, including stairs, driveways and ramps to the Property, and (iv) any and all fields, including but not limited to baseball fields and basketball courts, associated with the park and connected with the Property.
2. **PERMITTED USE.**
 - a) Tenant may use the Property for any lawful purpose including the preparation, development, erection, and operation of the Event (collectively, the “**Permitted Use**”).

- b) Tenant agrees to comply with all applicable federal, state and local laws, rules, statutes and regulations, relating to the use of the Property.
- c) Tenant will have the right to make reasonable modifications, alterations, replacements, upgrades, and expansions to the Property in order to insure that the Event complies with all applicable federal, state, and local laws, rules, statutes, and regulations.
- d) Tenant shall make use of any predetermined Landlord equipment at its election, but Landlord equipment shall at all times remain Landlord's property and shall not be removed from service by Landlord. Landlord shall be responsible for replacement and/or repair of Landlord equipment damaged as a result of Landlord's negligence or neglect.

3. TERM.

- a) The initial lease term will be from August 1, 2015 through January 31, 2016 (collectively referred to as the "**Initial Term**"). The Initial Term shall automatically renew for the following periods:
 - August 1, 2016 through January 31, 2017;
 - August 1, 2017 through January 31, 2018;
 - August 1, 2018 through January 31, 2019;
 - August 1, 2019 through January 31, 2020;
 - August 1, 2020 through January 31, 2021;
 - August 1, 2021 through January 31, 2022;
 - August 1, 2022 through January 31, 2023;
 - August 1, 2023 through January 31, 2024; and
 - August 1, 2024 through January 31, 2025 (each, hereinafter "**Annual Terms**").
- b) Unless Landlord has given Tenant written notice of its desire to terminate this Agreement at least one calendar year prior to the end of the current term but not before the expiration of the Initial Term, this Agreement shall continue in force and effect, upon the same covenants, terms and conditions, for an additional term of one (1) year (each, hereinafter, an "**Additional Term**").
- c) The Initial Term, the Annual Terms and any Additional Terms are collectively referred to as the Term ("**Term**").

4. FEES.

- a) Landlord leases the Property from August through January to Tenant for \$1.00 annually, payable within thirty (30) days of the Effective Date or the anniversary thereof.
- b) If this Agreement is not terminated before January 31, 2019, Landlord agrees to transfer all title to property used by the Landlord in previous Christmas events at the Property to Tenant at that time for the sum of one dollar (\$1.00). Any property so

transferred shall be disposed of, or utilized, in any manner as it may please the Tenant.

- c) Tenant agrees that at the termination of this Lease, any assets held by Tenant having been received as a donation in furtherance of the Event, shall be donated to the Reading High School JROTC.
- d) The provisions of the foregoing sentence shall survive the termination of this Agreement.

5. APPROVALS; LEASE CONTINGENCIES. Notwithstanding the foregoing or anything to the contrary set forth herein, Landlord hereby agrees that this Agreement and Tenant's ability to use the Property are expressly contingent upon the suitability of the Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all administrative licenses, permits, approvals or anything deemed necessary or appropriate by Tenant for its use of the Property, and Landlord agrees not to unreasonably withhold the same from Tenant. As of the Effective Date, Tenant shall have the right to enter upon the Property to inspect, survey, test, evaluate, assess, measure and/or appraise the Property including, without limitation, the Property, and/or to perform such other due diligence as Tenant deems necessary in its sole discretion, all at Tenant's expense, for the purpose of determining the suitability and feasibility of the Premises for Tenant's intended use thereof.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

- a) by Tenant, upon sixty (60) days prior written notice to Landlord for any reason or no reason at all;
- b) by Tenant, upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency or other governmental authority necessary or appropriate for the operation of the Event, now or hereafter intended by Tenant; or if Tenant determines at any time in its sole discretion that the cost of obtaining or maintaining any of the foregoing is commercially unreasonable.

7. INSURANCE. During the Term, Tenant, at its sole cost and expense, shall obtain and maintain the following insurance: (i) Commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury or death/property damage arising out of any single occurrence. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property. Landlord shall insure the Building against fire and other casualty for at least the full replacement value thereof. Notwithstanding anything to the contrary set forth in this Agreement, the Parties hereby confirm that the provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. INTERFERENCE.

- a) From and after the date of this Agreement, Landlord shall not grant or convey a lease, license or any other right to any third party for the use of the Property during the Term, if such use could adversely affect or interfere with the Event, the operations of Tenant, or the rights of Tenant under this Agreement. Landlord shall notify Tenant in writing prior to granting any third party the right to enter and/or conduct activities on the Property.
- b) Landlord shall not use, nor shall Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way that could interfere with the Event, the operations of Tenant, or the rights of Tenant under this Agreement. Notwithstanding the foregoing, Landlord may enter the property at any time to resolve an emergency that threatens the life or safety of anyone, or to maintain or repair damage to the Property, provided that such maintenance is done as a time and in a manner that presents the least amount of interference of the Event as is reasonable under the circumstances.
- c) This Section 8 shall survive the expiration or earlier termination of this Agreement.

9. INDEMNIFICATION.

- a) Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all physical injury claims and associated costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the use, maintenance, repair, operation or removal of the equipment used in the Event, or for any actions or participation during the Event, except to the extent any such injury, loss, damage, or liability is attributable to the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.
- b) Landlord hereby agrees to indemnify, defend, and hold Tenant harmless from and against any and all physical injury claims and associated costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees, agents, or independent contractors or Landlord's breach of any provision of this Agreement, except to the extent

attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

c) This Section 9 shall survive the expiration or earlier termination of this Agreement.

10. ACCESS. At all times throughout the Term, and at no additional charge to Tenant, Tenant and its employees, agents, volunteers, and subcontractors, shall have full, free, and uninterrupted access to the Property twenty-four (24) hours per day, seven (7) days per week, for purposes of installing, maintaining, operating, and repairing the Event and any utilities serving the Property.

11. REMOVAL/RESTORATION. All portions of the equipment used in the Event brought onto the Property by Tenant will at all times be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. All portions of the equipment purchased by the Tenant for the price set forth above shall remain Tenant's personal property. Any equipment constructed, erected, or placed on the Property by Tenant will become, or be considered affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed on the Premises by Tenant will at all times be and remain the property of Tenant and may be removed by Tenant at any time during the Term. In any event, within ninety (90) days of the termination of this Agreement, Tenant shall remove all of Tenant's personal property from the Premises and Tenant shall, to the extent practical and economically reasonable, restore the Property to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

12. MAINTENANCE/UTILITIES. Landlord shall keep and maintain the Property in good condition, reasonable wear and tear and damage from the elements or casualty excepted. Landlord shall maintain and repair the Property (including, without limitation, the Building and all common areas) and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

13. DEFAULT AND RIGHT TO CURE. The following will be deemed a default by the Parties and a breach of this Agreement: (i) failure to perform any term, condition or breach of any warranty or covenant under this Agreement within five (5) days after receipt of written notice from the other Party specifying the failure. No such failure will be deemed to exist if the respective Party has commenced to cure the default within the prescribed cure period and provided that the efforts are prosecuted to completion with reasonable diligence. If the Party remains in default beyond the applicable cure period, the other shall have the right to exercise any and all rights available to it hereunder, under law or in equity.

14. ASSIGNMENT/SUBLEASE. Upon a written request to, and approval from the Landlord, the Tenant shall have the right to assign this Agreement. Upon notification to Landlord of any

such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

15. NOTICES AND REPORTING. No later than April 30 following each annual Event, the Tenant agrees to provide a copy of its annual tax return. All notices, requests, demands and communications hereunder shall be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices shall be addressed to the Parties as follows:

If to Tenant: Reading's Christmas on the Mountain, LLC
 c/o Tim Profit, Member
 P.O. Box _____

If to Landlord: City of Reading
 Attn: Managing Director
 815 Washington Street
 Reading, PA 19601

With a copy to: City of Reading
 Attn: Solicitor
 815 Washington Street
 Reading, PA 19601

Either Party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided for herein.

16. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord shall provide notice of the proceeding to Tenant within forty-eight (48) hours of Landlord's notification. If a condemning authority takes all of the Property, or a portion of the Property sufficient, in Tenant's sole determination, to render the Property unsuitable for Tenant, this Agreement will terminate as of the date title to the Property vests in the condemning authority. In such event, the Tenant's obligations hereunder shall terminate along with this Agreement.

17. CASUALTY. The Parties shall provide notice to each other of any casualty affecting the Property of which a Party becomes aware, within forty-eight (48) hours of the casualty. If any part of the Property is damaged by fire or other casualty so as to render the Property unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by

providing written notice to Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof.

18. TAXES. Landlord will be responsible for payment of all taxes levied upon the lands, improvements and other property of Landlord.

19. SALE OF PROPERTY. If Landlord, at any time during the Term, decides to sell to a purchaser other than Tenant, or to subdivide or rezone any of the Property, or all or any part of the Property, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning will be subject to this Agreement and Tenant's rights hereunder. The provisions of this Section 19 will in no way limit or impair the obligations of Landlord under Section 8 above.

20. MISCELLANEOUS.

- a) **Amendment/Waiver.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of Landlord and an authorized agent of Tenant. No provision of this Agreement may be waived except in a writing signed by both Parties.
- b) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being expressly made a part hereof, constitute the entire agreement of the Parties hereto and supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.
- c) **Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law.
- d) **Interpretation.** Unless otherwise specified herein, the following rules of construction and interpretation shall apply to this Agreement: (1) captions are for purposes of convenience and reference only and shall in no way define or limit the construction of the terms and conditions hereof; (2) use of the term "including" will be interpreted to mean "including but not limited to"; (3) whenever a Party's consent is required under this Agreement, except as otherwise stated in the Agreement or as the same may be duplicative, such consent shall not be unreasonably withheld, conditioned or delayed; (4) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement as if set forth in full herein; (5) use of the terms "termination" or "expiration" are interchangeable; (6) any reference to a default will take into consideration any applicable notice, grace and cure periods; and (7) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity of any term or provision of this Agreement, the ambiguity will not be resolved on the basis of which Party drafted the Agreement.
- e) **No Electronic Signature/No Option.** The submission of this Agreement to any Party for examination or consideration will not constitute an offer, reservation of, or

option for the Property based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery of it by both Landlord and Tenant.

- f) **Severability.** If any term or condition of this Agreement is found to be unenforceable, the remaining terms and conditions will remain binding upon the Parties as though said unenforceable provisions were not contained herein. However, if the invalid, illegal or unenforceable provisions materially affect this Agreement, then this Agreement may be terminated by either Party on ten (10) business days prior written notice to the other Party hereto.
- g) **Survival.** All indemnity provisions contained herein will survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be duly executed and effective as of the date first written above.

“LANDLORD”

CITY OF READING

By: _____

Name: _____

Title: _____

“TENANT”

THE CHRISTMAS ON THE MOUNTAIN ORGANIZATION

By: _____

Timothy J. Profit, Member

Attest as to all:

City of Reading Clerk

Drafted by	David Kersley, Senior Business Analyst
Sponsored by/Referred by	William Heim, Police Chief
Introduced on	September 28, 2015
Advertised on	October 5, 2015

BILL NO. ____-2015

AN ORDINANCE

AMENDING § 576-826 and -827 OF THE CODE OF THE CITY OF READING MODIFYING ALLOWABLE TOWING SERVICE CHARGES AND RELATED PROVISIONS

The Council of the City of Reading hereby ordains as follows:

Section One: Sections § 576-826 and 827 of the City Code are amended as specified in Exhibit A hereof.

Section Two: This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor’s veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Adopted _____, 2015

President of Council

Attest:

City Clerk
Submitted to Mayor: _____
Date: _____
Received by the Mayor's Office: _____
Date: _____
Approved by Mayor: _____
Date: _____
Vetoed by Mayor: _____
Date: _____
Over-ridden by Council: _____
Date: _____

EXHIBIT A

§ 576-826. Towing service charges. [Amended 1-13-2003 by Ord. No. 2-2003; 2-10-2003 by Ord. No. 5-2003]

A. Towing twenty-four hour service

Type of Service	Day Charge	Night Charge
Basic service		
<u>Municipal Administrative Fee</u>	\$35 <u>\$65</u>	\$45 <u>\$65</u>
Service call ₂	\$35 <u>\$46</u>	\$45 <u>\$59</u>
Illegal parking tow fee ₂	\$55 <u>\$72</u>	\$65 <u>\$85</u>
Accident tow (first hour) ₂	\$70 <u>\$91</u>	\$80 <u>\$104</u>
Snow emergency tow fee ₂	\$75 <u>\$98</u>	\$80 <u>\$104</u>
Additional charges		
Accident tow (past first hour, Per quarter hour)	\$10	\$10
Open locked vehicle	\$10 <u>\$13</u>	10 <u>\$13</u>
Dropping hooked-up vehicle + service call charge	\$15 ₃	\$15 ₃
Dolly tows	\$45 <u>\$56</u>	\$55 <u>\$72</u>
Rollback tows (see note)	\$125 flat	\$125 flat
Storage (regular tow) illegal only	\$15 per day w/ 8-hour grace period	
Storage (accident tow & all others)	\$30 per day w/ 8-hour grace period	
Disconnect fee (drive shaft)	\$10 <u>\$13</u>	\$10 <u>\$13</u>

Winching from curb	\$15 \$20	\$15 \$20
<u>Winching: recovery, per truck</u>		
<u>First 30 minutes</u>	<u>\$65 + service charge</u>	<u>\$65 + service charge</u>
<u>Additional time</u>	<u>\$35 up to each ½ hr</u>	<u>\$35 up to each ½ hr</u>
<u>Vehicles >11,000 GVW</u>	<u>300% surcharge</u>	<u>300% surcharge</u>
45 ton truck ⁴	\$150 \$195	\$175 \$228
Specialized equipment	\$25 per hour extra if needed	
Release fee after hours and Legal holidays	\$40 \$59	\$40 \$59
Gate fee	\$5	\$5
Disposal of debris	Price shall be determined by degree of hazardous waste	
Mileage charge for vehicle delivery beyond contractor discharge yard	\$3 per mile	\$5 per mile

§ 576-827. Towing zones.

In order to provide for the immediate removal of those vehicles interrupting the proper and orderly flow of traffic and thereby constituting an emergency situation, City of Reading shall be divided into zones, the number of zones not to exceed two, the boundaries which shall be determined by statistical analysis of the volume of vehicles towed by the Police Department with the exception of abandoned motor vehicle tows. Authorized towing contractors for each zone will be determined through the competitive bid process.

NOTES:

¹ Lower fee charged 7:00 a.m.-7:00 p.m., Monday through Friday; higher fee charged at all other times.

² Eight-hour grace period from the time of the tow, in calendar days.

³ Dropping hooked-up vehicle. This fee may be charged to the owner or operator of any illegally parked vehicle, or any vehicle ordered towed by a member of the Reading Police Department, if a tow truck is attached in any way to a vehicle, or a substantial effort has been initiated to tow the vehicle and the owner or operator arrives at the scene to claim same prior to its removal. All charges will be paid to driver before vehicle is released to owner.

⁴ Forty-five-ton truck, or such designation as may be determined for towing vehicles capable of towing a vehicle that may have a maximum weight rating as allowed by Vehicle Laws of Pennsylvania (75 Pa.C.S.A., as may be amended).

B. Labor. Labor charges at a maximum of \$40 ~~\$52~~ per man per hour, or fraction thereof, may be charged for services rendered over and above the first man hour of service, when required, computed from the time of arrival at the scene. Utilization of additional personnel, and the assignment of the \$40 ~~\$52~~ per hour extra fee (if needed). All hourly charges for equipment and/or labor shall be completely documented. A copy of all documentation shall be submitted to the Traffic Enforcement Unit of the Police Department along with the Police copy of the tow receipt.

C. Storage. There shall be no charge for the first eight hours of storage. Thereafter, a storage charge may commence at the rate of \$15 for each additional 24 hours of storage or fraction

thereof, and for vehicles involved in traffic stops and/or accidents, \$30 is charged for each additional 24 hours of storage or fraction thereof.

D. Rate review and adjustment. City Council may review and adjust the rates set forth in this section as deemed appropriate or necessary *but not more frequently than once per calendar year.* Such review and rate reconsideration shall be conducted not more than once each year, beginning no sooner than Spring 2004. The rate review shall begin in January and any adjustments must be enacted no later than May of each year.

~~**E. Administrative fee.** The City shall impose an administrative fee of \$10 which shall be paid by each vehicle owner or their agent at the time when they retrieve their vehicle from the tow contractor. A vehicle shall not be released without payment of the administrative fee. The towing contractor shall remit collected administrative fees to the City of Reading on the 15th day of the month for the preceding month or, if the 15th day is a weekend or holiday, on the first business day thereafter.~~

Drafted by	City Clerk
Sponsored by/Referred by	Managing Director
Introduced on	September 28, 2015

BILL NO. ____-2015

AN ORDINANCE

AMENDING THE CITY OF READING CODE OF ORDINANCES, CHAPTER 5 ADMINISTRATIVE CODE, SECTION 5-806 FISCAL PROVISIONS AMENDING PART C REGULATIONS CONCERNING APPROPRIATIONS AND TRANSFERS ADDING LANGUAGE REGARDING THE RESERVE.

Whereas the Council of the City of Reading hereby ordains as follows:

Section 1. Amending the City of Reading Code of Ordinances, Chapter 5 Administrative Code, Section 5-806 Fiscal Provisions Part C Regulations Concerning Appropriations And Transfers adding language regarding the reserve, as required by the Amended Act 47 Recovery Plan, as attached.

Section 2. This ordinance shall become effective ten (10) days after it adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted: _____, 2015

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

§5-806 Fiscal Provisions

C. Regulations concerning appropriations and transfers

(8) Requiring City Council approval, via ordinance, for the following:

- (a) Salary increases for Department Directors that were not approved in or included in the budget for the fiscal year and fall outside the labor contract for union employees. Please see Personnel Code Section 701 for salary increases for other employees.
- (b) All expenditures not approved and listed in the operating or capital budgets for the fiscal year prior to those expenditures occurring.
- (c) All expenditures and allocations of \$10,000 or more from and to any and all line items falling in the Departmental and Non-departmental area of the General Fund.
- (d) *Any transfer from the Reserve.*

(9) Structurally Balanced Budget *and Reserve*: The City's objective is to achieve and maintain a structurally balanced budget in all funds such that recurring revenues fund recurring expenditures. *Beginning in 2015, the City shall maintain a reserve containing a minimum of two months' of regular general fund operating expenditures. Should the level of the reserve fall below the value of two months' of regular general fund operating expenditures, non-recurring revenues and budget surpluses should replenish reserve levels to the above minimum level. Excess amounts above the minimum level may be used to pay down outstanding long-term debt and fund capital budget projects, in that order.*

To that end, the Director of Administrative Services shall report to the Managing Director and City Council on the inclusion of any non-recurring revenues in each budget, forecast or actual report of financial results. That report should include the amount and use of any non-recurring revenues. For the purpose of this policy, non-recurring revenues shall include land or asset sales, use of fund balance, transfers from other funds that exceed ongoing and sustainable levels, and transfers from other funds that exceed legal limits. Non-recurring revenues also include any revenue that is anticipated to be received for only one year.

Drafted by	Deputy City Clerk
Sponsored by/Referred by	Environmental Advisory Council
Introduced on	September 28, 2015
Advertised on	October 5 and 10. 2015

**BILL NO. _____-2015
AN ORDINANCE**

**AMENDING THE CITY OF READING CODE OF ORDINANCES CHAPTER 600, BY
ADOPTING A NEW SECTION §600-818 PROVIDING FOR A RIPARIAN BUFFER
OVERLAY DISTRICT AND AMENDEDEDING §600-2202 DEFINITIONS**

WHEREAS, Riparian buffers adjacent to Watercourses and Impoundments provide numerous environmental and resource management benefits including without limitation:

- 1) Restoring and maintaining chemical, physical and biological integrity of water resources;
- 2) Removing pollutants from urban storm water;
- 3) Reducing erosion and controlling sedimentation;
- 4) Stabilizing stream banks;
- 5) Providing a natural impediment to floods;
- 6) Contributing organic material that is a source of nutrients and energy for aquatic ecosystems;
- 7) Maintaining tree canopies that serve to stabilize stream temperatures and therefore aquatic ecosystems;
- 8) Providing riparian wildlife habitat; and
- 9) Furnishing scenic value and recreational opportunities.

WHEREAS, Because of the benefits identified above, as well as others which may not be listed, the City of Reading Zoning Ordinance shall be amended to include a Riparian Buffer Overlay District that will accomplish the following objectives:

- 1) Prevent the further loss of the benefits to property and the community provided by protecting existing riparian buffers along water courses and impoundments by requiring new development to take place in such a manner so as to preserve and

enhance the beneficial functions of the areas within the Riparian Buffer Setbacks;

- 2) Reduce the ongoing damage to public and private property and the community from the presence of buildings and structures and other impervious surfaces within the Riparian Buffer Setback by encouraging redevelopment in a manner designed to reduce or limit the extent of buildings, structures and impervious surfaces within the Riparian Buffer Setback;
- 3) Educate owners of properties that include Riparian Buffers Setbacks regarding the benefits of restoring the important functions of these areas by identifying desirable maintenance practices that could be voluntarily employed within Riparian Buffer Setbacks by any landowner.;

SECTION 1: This Ordinance amends the City of Reading Code of Ordinances Chapter 600 Zoning by adding section 600-818 Riparian Buffer Overlay District in order to regulate development and redevelopment near Watercourses and Impoundments and mitigate issues that accompany such development and redevelopment and section 600-2202 Definitions.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached exhibit 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 in ten (10) days in accordance with Charter Section 219 after passage.

Enacted _____, 2015

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____
Approved by Mayor: _____
Date: _____
Vetoed by Mayor: _____
Date: _____

§600-818: Riparian Buffer Overlay District

A. Applicability

This Ordinance is intended to modify the location of certain development in relation to Watercourses and Impoundments but not to modify the overall density of such development. The regulatory provisions apply to development and redevelopment of property located within the Riparian Buffer Setback, and make recommendations for the maintenance of any other properties within the Riparian Buffer Setback, to protect both water resources and property from stormwater damage, flash flooding, erosion and sedimentation, and pollution.

B. Creation of Riparian Buffer Setbacks

A Riparian Buffer Setback is an area extending alongside and adjacent to watercourses and impoundments which must be designed, managed and maintained as a Riparian Buffer to protect stability of banks and edges, improve water quality, reduce the effects of erosion, flash flooding and contaminated runoff, and to act as a transitional zone between upland and aquatic habitat.

The following Riparian Buffer Setback is required within the following zoning districts:

- 1) R -1 – 35 feet
- 2) R-1 A – 35 feet
- 3) R-2 – 25 feet
- 4) R-3 – 15 feet
- 5) R-PO – 25 feet
- 6) C-C – 15 feet
- 7) C-R – 15 feet
- 8) C-H – 25 feet
- 9) M-C – 35 feet
- 10) H-M – 35 feet
- 11) P – 35 feet

C. Regulations that Apply to Areas that Contain Riparian Buffer Setbacks

- 1) The regulations in this section shall apply to all lots, regardless of size, that include Watercourses and Impoundments. In lots which qualify for development in the Riverfront Redevelopment Overlay District, those optional regulations shall take precedence.
- 2) Areas within the Riparian Buffer Setback along watercourses and impoundments must be used as a Riparian Buffer; they must be properly graded and stabilized, and managed as open space with permanent vegetation consisting of at least 20% shrub or tree cover.
- 3) Development. Development shall be designed to preserve the integrity and function of any existing Riparian Buffer. All areas within the Riparian Buffer Setback shall be designed and

managed as a Riparian Buffer, except as specifically provided in this section. In an application for development, the applicant shall design the development without encroaching upon the Riparian Buffer Setback, in accordance with the following limitations:

- a) The principal building and use shall not be located on the area of the lot within the Riparian Buffer Setback;
- b) Other structures, accessory uses and equipment shall also, to the extent feasible, not be located on or extend into the Riparian Buffer Setback;
- c) Other impervious coverage shall not extend into the Riparian Buffer Setback, unless the City Engineer finds that:

- 1) constraints unique to the property prevent the reasonable development of the property without encroaching upon the Riparian Buffer Setback, and
- 2) the development plan minimizes the encroachment and provides compensating mitigation to reduce the impacts of the encroachment into the Riparian Buffer Setback.

4) **Redevelopment.** For the purposes of this section, redevelopment shall mean any physical improvement that involves earth moving, removal, or addition of impervious surfaces to a lot which contains pre-existing development within the overlay district. In an application for development of property, the applicant shall design the land development plan in a manner that maintains and restores riparian buffer functions to areas in the Riparian Buffer Setback to the extent feasible, including the following:

- a) No new buildings or structures shall be added in the portion of the lot located within the Riparian Buffer Setback;
- b) Restoration and improvement of existing buildings and structures located within the Riparian Buffer Setback shall not be expanded beyond their existing footprint;
- c) Accessory uses and equipment should be located or relocated, to the extent feasible, so as not to encroach upon the Riparian Buffer Setback;
- d) Impervious coverage shall not be added in the Riparian Buffer Setback, and, except for access roads and necessary parking areas, redevelopment plans shall, to the extent feasible, remove existing impervious surfaces from the Riparian Buffer Setback and grade and revegetate the Riparian Buffer Setback Area as a Riparian Buffer.

5) **Application Information.** In order to determine compliance with the applicable Riparian Buffer Setback requirements, an application for land development shall include the following information with respect to the portion of the lot within a Riparian Buffer Setback:

- a) Maps and schematic plans identifying the location of watercourses and impoundments on and adjacent to the property under development;
- b) Location, dimensions and footprint of any proposed or existing building or structure, equipment and impervious coverage;
- c) Slopes and grading plan;
- d) A Planting Plan that includes plant species, locations and coverage of shrubs and trees;
- e) A Riparian Buffer Maintenance Plan providing for the maintenance of permanent vegetation, stable slopes and grading, and integrity of the Riparian Buffer.

D. Permitted Land Disturbances in Riparian Buffer Setback

- 1) The area within the Riparian Buffer Setback established in this ordinance for each zoning district shall be managed as a Riparian Buffer.
- 2) The following land disturbances shall be permitted without limitation when located within a Riparian Buffer Setback:
 - a) Implementation of an approved Riparian Buffer Maintenance Plan, which may include vegetation and open space management and which provides for the maintenance of permanent vegetation, Watercourse and Impoundment banks, edges and water quality.
 - b) Activities regulated by the Commonwealth of Pennsylvania, such as permitted stream or wetland crossings or other obstructions and encroachments, in accordance with a valid permit.
 - c) Installation of pervious-surfaced trails along or providing access to a Watercourse or Impoundment, or an impervious-surfaced trail providing access when required or authorized by federal, state or local regulations.
 - d) Gardening and exterior yard maintenance, not including mowing or tilling, unless done in accordance with an approved Riparian Buffer Maintenance Plan.

E. Maintenance and Protection of Riparian Setback Areas

All owners of property that includes a Riparian Buffer Setback are encouraged to develop and implement a Riparian Buffer Maintenance Plan and are encouraged to use best management practices within the Riparian Buffer Setback area to maximize the functions and benefits for their property and downstream properties to restore the functions of the Riparian Buffer area over time.

Such practices include, without limitation:

- proper grading to reduce erosion of banks
- mulching of exposed soils
- establishing permanent vegetative cover including shrubs and trees
- the use of native plants adapted to the edge of waterway habitat
- removal of invasive plants
- limiting mowing and restoring the natural habitat
- protection and stabilization of banks and impoundment edges
- water quality protection, including regular cleanup and spill prevention
- reduction of runoff volumes and velocity to prevent downstream damages and flooding
 - installation of rain barrels and other rain water harvesting
 - encouraging rain water infiltration with rain gardens or terraces
- voluntary removal of obstructions, unused equipment, and accessory uses
- removal of impervious surface cover
- use of porous paving materials
- responsible storage of fuels and chemicals and other potential pollutants

F. Boundary Determination – The applicant is responsible for the measurement of the applicable Riparian Buffer Setback established in 600-818B along any watercourses or impoundments located on the lot, and delineation of such Riparian Buffer Setbacks on any plans for land development. Measurement is from the edge of bank at the time of a permit application.

The Zoning Administrator, in consultation with the City Engineer, shall be responsible for reviewing the location of the Riparian Buffer Setback, as applicable to any specific permit or approval. An applicant shall provide all plans, maps, and other information that may be necessary to make such a determination.

G. Violations and Penalties

Any person who or partnership or corporation that has violated or permitted the violation of the provisions of this chapter shall be subject to zoning enforcement remedies as described in Section 600-201.

§600-2202 Definitions

By adding the following definitions:

Impoundments – any body of surface water formed by the construction or excavation of a basin or the obstruction of stream flow in such a manner as to cause the collection of a body of water which would not have formed under natural conditions.

Riparian Buffer - a permanently vegetated open space, including at least 20% trees and shrub cover, on graded and stabilized slopes, extending along and adjacent to a watercourse or impoundment that is managed to protect stability of banks and edges; improve water quality; to reduce the effects of erosion, flash flooding and contaminated runoff; and to act as a transitional zone between upland and aquatic habitat.

Riparian Buffer Maintenance Plan – A landscape management and maintenance plan that provides best management practices for the establishment of permanent vegetation and property maintenance in Riparian Buffers, including mulching, mowing, weed control, selection and restoration of herbs, shrubs and trees, and protection of stability and integrity of banks and edges of the watercourse or impoundment.

Riparian Buffer Setback – The measured distance from the edge of the banks of a watercourse or impoundment which is required to be maintained as a Riparian Buffer, as required for the zoning district in which said watercourse is located.

Watercourses -A channel or conveyance of surface water having defined bed and banks, whether natural or artificial, with perennial or intermittent flow, including, without limitation, streams and stream systems, brooks, ponds, waterways, creeks and any other such channel or collection point for flowing or standing water.

Drafted by	Deputy City Clerk
Sponsored by/Referred by	Environmental Advisory Council
Introduced on	September 28, 2015
Advertised on	October 5 and 10, 2015

BILL NO. _____ - 2015

**AN ORDINANCE OF THE CITY OF READING
AMENDING THE CODE OF ORDINANCES CHAPTER 600 ZONING
BY AMENDING PART 8 DISTRICTS TO ADD ALTERNATIVE ENERGY SYSTEMS
AS ACCESSORY USES, PART 10 ACCESSORY USES BY RENAMING SECTION 1012
WIND TURBINES TO ALTERNATIVE ENERGY SYSTEMS, AND AMENDING
SECTION 2202 DEFINITIONS**

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

WHEREAS, The City of Reading seeks to provide opportunities for Alternative Energy Systems while regulating the use of potentially intrusive facilities, equipment and machinery; and

WHEREAS, City Council desires to provide for, promote and regulate the use of alternative energy sources in the City of Reading; and

WHEREAS, The purpose of this Ordinance is to establish provisions for the design, permitting, construction and operation of Alternative Energy Systems within the City of Reading, subject to reasonable conditions that will protect the public health, safety and/or general welfare of the City’s residents and environment.

SECTION 1: The Code of Ordinances of the City of Reading Chapter 600 Zoning is hereby amended to address Alternative Energy Systems.

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 become effective in ten (10) days in accordance with Charter Section 219 after passage.

Enacted _____, 2015

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

Chapter 600 – Zoning

Part 8 Districts

§600-801. R-1-A Residential District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (g) Geothermal Heat Pumps
- (h) Solar Energy Systems
- (i) Water Powered Energy Systems

§600-802. R-1 Residential District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (g) Geothermal Heat Pumps
- (h) Solar Energy Systems
- (i) Water Powered Energy Systems

§600-803. R-2 Residential District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (g) Geothermal Heat Pumps
- (h) Solar Energy Systems
- (i) Water Powered Energy Systems

§600-804. R-3 Residential District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (g) Geothermal Heat Pumps
- (h) Solar Energy Systems
- (i) Water Powered Energy Systems

§600-805. (Reserved).

§600-806. R-PO Residential/Professional Office District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (c) Geothermal Heat Pumps

- (d) Solar Energy Systems
- (e) Water Powered Energy Systems
- (f) Roof Mounted Wind Turbines

§600-807. C-C Commercial Core District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (e) Roof Mounted Wind Turbines
- (f) Geothermal Heat Pumps
- (g) Solar Energy Systems
- (h) Water Powered Energy Systems

Also delete C (6)

§600-808. C-R Commercial Residential District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (d) Geothermal Heat Pumps
- (e) Solar Energy Systems
- (f) Water Powered Energy Systems

§600-809. C-N Commercial Neighborhood District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (d) Geothermal Heat Pumps
- (e) Solar Energy Systems
- (f) Water Powered Energy Systems

Conditional Uses current (2) shall become (3) and Special Exception Uses current (3) shall become (4)

§600-810. C-H Commercial Highway District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (g) Geothermal Heat Pumps
- (h) Solar Energy Systems
- (i) Water Powered Energy Systems
- (j) Roof Mounted Wind Turbines

§600-811. M-C Manufacturing Commercial District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (f) Geothermal Heat Pumps
- (g) Solar Energy Systems
- (h) Water Powered Energy Systems
- (i) Free Standing or Roof Mounted Wind Turbines

Also delete C (8)

§600-812. H-M Heavy Manufacturing District.

B. (4) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (a) Free Standing or Roof Mounted Wind Turbines
- (b) Geothermal Heat Pumps
- (c) Solar Energy Systems
- (d) Water Powered Energy Systems

Also delete B. (1) (s)

§600-813. P Preservation District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (d) Geothermal Heat Pumps
- (e) Solar Energy Systems
- (f) Water Powered Energy Systems

§600-816. MU Municipal District.

B. (2) Accessory uses. In compliance with Part 10, unless otherwise noted.

- (a) Geothermal Heat Pumps
- (b) Solar Energy Systems
- (c) Water Powered Energy Systems
- (d) Free Standing or Roof Mounted Wind Turbines

§600-1012. Alternative Energy Systems

A. **Applicability.** This Section of the Zoning Ordinance shall apply to all Alternative Energy Systems that are proposed to be constructed after the effective date of this Zoning Ordinance. Alternative Energy Systems constructed prior to the effective date of this Ordinance shall not be required to meet the requirements specified under this Ordinance, except for the maintenance and removal provisions found in section 1012 J 2-5. Any physical modification to an existing Alternative Energy System that alters the size, type or generating capacities of the facilities shall require a permit and shall comply with the applicable provisions specified under this Ordinance.

B. **Permitted as Accessory Use.** Alternative Energy Systems designed and utilized as an accessory use, which may include Geothermal Heat Pumps, Solar Energy Systems, Wind Turbines, and Water Powered Energy, shall be permitted as an accessory use as described in Part 8, subject to the applicable provisions specified under this Zoning Ordinance.

C. **Authorized as Primary or Supplemental Energy Source.** Alternative Energy Systems as an accessory use may be utilized as the primary or supplemental energy source for the principal use on the lot where it is located in accordance with Zoning Ordinance Part 8 Districts. Surplus energy may be exchanged, transferred and/or sold to a public utility company, provided that such surplus energy is exchanged, transferred and/or sold in accordance with the provisions established by the Public Utility Commission and Public Utility Code.

D. **General Requirements.** The following provisions shall apply to all types of Alternative Energy Systems:

1. Alternative Energy Systems shall be permitted provided that such facilities are located on a lot with a permitted use in accordance with the applicable provisions of the Zoning Ordinance.
2. Alternative Energy Systems shall be located, designed and installed as per the manufacturer's specifications as well as all zoning, building code and utility requirements.
3. Alternative Energy Systems shall be setback from all property lines a distance of not less than the normal setback requirements for accessory buildings/structures in that zoning district. All Alternative Energy Systems shall comply with the building and lot coverage requirements of the zoning district in which they are located.
4. Alternative Energy Systems shall emit no noise, glare, odor, vibration, electrical disturbance, electromagnetic interference, dust, smoke, fumes, toxic gas, radiation, heat that unreasonably impacts or affects neighboring properties or creates a nuisance. The burden of proof shall be upon the property owner if a claim of nuisance arises.

5. All Alternative Energy Systems and/or any appurtenant structures shall be set back from all public roads a distance of not less than 1.1 times the Alternative Energy System's height, as measured from the nearest edge of the Alternative Energy System and/or any appurtenant structure to the right-of-way line of all public roads.
6. No Alternative Energy System shall be located, modified or constructed within the City of Reading unless a permit has been issued to the Facility Owner in accordance with the provisions of this Section of the Zoning Ordinance.
7. All new exterior Alternative Energy Systems within Historic and Conservation Districts must receive their Certificate of Appropriateness from the Historical Architectural Review Board prior to application for a permit.
8. All Alternative Energy Systems shall comply with all City of Reading noise regulations.

E. Special requirements for Wind Turbines

1. All wind turbines shall meet the following additional requirement:
 - a. All Wind Turbines shall include automatic devices to address high-speed winds, such as mechanical brakes and over-speed controls and be equipped with a redundant braking system, which shall include both aerodynamic over-speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for over-speed protection.
2. Free Standing Wind Turbines will also meet these requirements:
 - a. All Free standing wind turbines shall be set back from all lot lines and street rights-of-way a minimum distance equal to the total maximum height to the top of the extended blade. All wind turbine setbacks shall be measured from the center of the base of the turbine at ground level.
 - b. If support wires are used, and they are not within a fence, they shall be marked near their base with reflectors, reflective tape or similar method.
 - c. All installations shall coordinate with the Federal Aviation Administration and PennDOT's Bureau of Aviation regarding airport hazard zoning.
 - d. The maximum total height above the ground level to the tip of the extended blade shall be 150 feet.
 - e. New electrical wiring to the wind turbine shall be placed underground, to the maximum extent feasible.

- f. Wind Turbines shall not be climbable up to twelve (12) feet above ground surface. All access doors to wind turbines and electrical equipment may be fenced, as appropriate. All shall be locked to prevent entry by non-authorized persons.
- g. The minimum height of a Wind Turbine shall be fifteen (15) feet, as measured from the ground surface to the tip of the blade at its lowest turning movement.

3. Roof Mounted Wind Turbines. Roof Mounted Wind Turbines may extend a maximum of 25 feet above the maximum height limit in the applicable zoning district.

F. Special requirements for Geothermal Heat Pumps:

1. The owner of any geothermal system shall be responsible for all remediation efforts and costs necessitated as a result of a release from the system that impacts or threatens to impact ground water or surface water. If the owner refuses to take corrective action, the City may take corrective action in accordance with the property maintenance code and all State and Federal regulations. All costs incurred by the municipality in doing so will be borne by the owner.

2. Closed Loop Geothermal Heat Pump Systems must meet these requirements:

a. Be self-contained having no contact with ground water, surface water or the water table under 100 year flood conditions.

b. All heat exchanging fluids within any Geothermal Heat Pump must be comprised either of saline, water or other type of non-hazardous fluid, the release of which would not pose any risk of impact to groundwater in excess of standards set forth in all applicable State and Federal regulations.

c. The Geothermal Heat Pump may not be in contact with an aquifer or be sited within any aquifer's recharge zone.

3. Open Loop Geothermal Heat Pump Systems shall be reviewed on a case by case basis and the owner bears the burden of demonstrating no significant adverse impacts upon land or water resources.

G. Special requirements for Solar Energy Systems:

The following provisions shall specifically apply to Solar Energy Systems and appurtenant structures and/or facilities associated with their operation:

1. There is no restriction regarding visibility of solar panels, except in historic and conservation districts.
2. Solar energy panels shall be designed and located to minimize glare that could affect any occupied adjacent properties and/or any street right-of-way.
3. In accordance with section 600-918 relating to Green Incentives, solar installations may exceed building height restrictions in the applicable district by 15 feet, and signs by 10 feet, and certain parking installations are exempt from building coverage requirements.
4. Surface area of ground mounted solar energy systems shall not be counted as impervious lot coverage.

H. Special Requirements for Water Power Energy Systems:

The following provisions shall specifically apply to Water Power Energy Systems and appurtenant structures and/or facilities associated with their operation:

1. No Water Powered Energy System shall endanger or threaten native local wildlife including fish, amphibians and reptiles.
2. No Water Powered Energy System affecting current, cross section or flow of a waterway shall be approved without a permit or approval of the PA Department of Environmental Protection. Installations that may significantly alter the stream bed or directional flow of a stream, such as small dams and their upstream/downstream races or “ponds” for in-stream turbines and overshot/undershot wheels, may be approved if properly permitted under state and federal law.
3. All Water Powered Energy Systems shall have safety disconnects of their paddles, wheels or turbines in case of flood or heavy water flow beyond the anticipated capacity of the Alternative Energy Facility.

I. Application: The Facility Owner shall provide the following in connection with his/her application for an Alternative Energy Facility:

1. A full description of the proposed Alternative Energy System.
2. Architectural drawings of the system to be installed, all appurtenant structures and/or facilities associated with operation of the Alternative Energy System.
3. Dimensions and locations of all affected buildings and structures on the Applicant’s real property and adjacent properties and any applicable setbacks.

4. Photographs to establish baseline conditions at the time of the application.
5. A statement of the estimated output of the proposed Alternative Energy System and where the energy will be utilized.
6. A letter of agreement with a Private Energy Utility Provider if the energy to be generated by the Alternative Energy System is to be conveyed off the Applicant's real property.
7. The application for any permit for an accessory solar or wind energy system shall include an acknowledgement that the issuing of said permit shall not, and does not, create in the property owner, its, his, her, or their successors and assigns in title or, create in the property itself: (a) the right to remain free of shadow and/or obstructions to solar or wind energy caused by development of adjoining or other property or the growth of any trees or vegetation on such property; or (b) the right to prohibit the development on or growth of any trees or vegetation on such property. Such acknowledgement shall be signed by the property owner.
8. All new exterior Alternative Energy Systems within Historic and Conservation Districts must submit their Certificate of Appropriateness from the Historical Architectural Review Board with their application.
9. Copies of any other permits that have been obtained from agencies with jurisdiction over the Alternative Energy System.

J. Installation, Maintenance and Removal Requirements

1. Installation.

- a. No Alternative Energy System shall be located, modified or constructed within the City of Reading unless a permit has been issued to the Facility Owner in accordance with the provisions of this Section of the Zoning Ordinance.
- b. For alternative energy system categories in which installer certification exists a certified installer shall be required for more complex installations, non-residential installations, or if recommended by the manufacturer.

2. Maintenance Obligations. The accessory alternative energy system must be clean and properly maintained in good, working order, and kept free from all hazards and unsafe conditions that are detrimental to the public health, safety and welfare. To the extent that an accessory alternative energy system constitutes an immediate threat to the public health, safety and welfare, the City is authorized to take all necessary steps to mitigate such public health, safety or welfare threat. All costs incurred by the City in doing so will be borne by the owner.

3. Best Practices Required. All Alternative Energy Systems are to be installed and maintained using best practices.

4. Corrective Action. In the case of a breakdown, malfunction, misuse or other situation involving an Alternative Energy System, it is the obligation of the Facility Owner and Operator to immediately initiate corrective action. If the Facility Owner and Operator refuse or are incapable of doing so, the City has the right to take corrective action at the expense of the Facility Owner and Operator.

5. Removal.

a. The Facility Owner or Operator shall, at his/her expense, completely remove any Alternative Energy System within twelve (12) months after the end of its useful life. The Alternative Energy System will be presumed to be at the end of its useful life if no energy is generated for a continuous period of twelve (12) months.

b. If the Facility Owner or Operator fails to complete removal during the prescribed period of twelve (12) months, the City may take such measures as necessary to complete removal in accordance with this Zoning Ordinance at the expense of the Facility Owner and Operator.

6. Existing Systems. All Alternative Energy Systems in place at the time this Ordinance is adopted shall be kept in clean, working order and meet the Maintenance, Corrective Action and Removal responsibilities in sections 2-6.

§ 600-2202. Definitions.

By adding the following definitions:

Alternative Energy: A source of energy generated from solar, water, wind, geothermal or similar sources, which is capable of providing energy and utilities for a permitted use.

Alternative Energy System: A system capable of converting solar, water, wind, and/or geothermal energy into viable energy sources including utilities for a permitted use. Such facilities may include, without limitation, solar panels, wind turbines, geothermal heat pumps, water turbines and/or other compatible alternative energy systems.

Applicant: A person or entity filing an application under this Ordinance.

Best Practices: Current industry standards of construction and maintenance for a technology. Best Practices are not for purposes of this Ordinance defined as State of the Art, which is acknowledged to often be prohibitively expensive and to involve standards that are constantly changing.

Free Standing Alternative Energy System: A system that is not physically mounted, attached and/or connected (except utility and energy transfer connections) to a permitted principal building. All such facilities shall be considered a separate or accessory structure that has the ability to convert and convey energy to the principal use in accordance with all pertinent zoning, utility and building code requirements.

Geothermal Heat Pump: An energy system utilized for heating and cooling purposes through a series of heat-exchanging pipes or tubes integrated into the ground, groundwater or surface water with a heat-exchanging media that flows through a loop system.

Occupied Building: A building located on a parcel of land utilized as a permitted use in accordance with the provisions of the City of Reading Zoning Ordinance.

Private Energy and Utility Provider: A principal use owned, operated and/or maintained by a private or independent utility company for the purpose of providing energy within a defined service area or grid system in accordance with the provisions established by the Public Utility Commission and the Public Utility Code.

Solar Energy System: A system that converts solar energy into thermal or electrical energy, where the solar energy is collected through solar cells, film, modules and/or panels and then transferred to a battery or an inverter (DC to AC power), which can be utilized as an electrical source or transferred into the utility grid system.

Wind Turbine: A wind energy conversion system that converts wind energy into electricity through the use of a generator, which may include a nacelle (shroud/cover), rotor, tower, transformer pad, blades, spirals, helixes and/or supporting energy apparatus.

Water Power: The generation of electricity or mechanical energy by the use of water motion, which may include overshot or undershot waterwheels, turbines, and other devices, including all associated equipment/facilities.

Drafted by Deputy City Clerk/Legal Specialist

Sponsored by/Referred by Donna Reed/Main Street Board

Introduced on October 12, 2015

ORDINANCE ____-2015

AN ORDINANCE AMENDING THE CITY OF READING CODE OF ORDINANCES, CHAPTER 576 – VEHICLES AND TRAFFIC, PART 12 PARADES, SPECIAL EVENTS, AND PUBLIC GATHERINGS, SECTIONS 576-1205 FEES, TIME LIMIT AND COST OF EVENT, LETTER D USE OF CITY PERSONNEL RESOURCES FOR EVENT, 576-1206 CHANGES IN APPLICATION, AND 576-1215 NOTICE TO CITY AND OTHER OFFICIALS BY ADDING THE DOWNTOWN IMPROVEMENT DISTRICT AND THE READING PARKING AUTHORITY

SECTION 1: Amending the City of Reading Code of Ordinances Chapter 576 – Vehicles and Traffic, Part 12 Parades, Special Events and Public Gatherings, Section 576-1205 Fees, Time Limit and Cost of Event as follows:

D. Use of City personnel resources for event:

(1) Fire and EMS, Police, and Public Works, **the Downtown Improvement District and the Reading Parking Authority** will determine the number of and duration of personnel needed to provide services for the event based on the nature, the location, and the number of expected attendees. Extra employees will often have to be scheduled as to not significantly interfere with regular City operations.

(2) Costs for needed services shall be paid according to the current City hourly rate for the personnel involved in the event and in adherence to conditions set forth in bargaining agreements, such as the minimum number of hours to be paid for such employee service. The overtime rate for employees will most likely be applicable.

(3) Cost estimates will be provided to the applicant at least 30 days prior to the event. Payment for estimated City services are due in full 14 days prior to the event.

(4) Any complaints concerning the amount and cost of personnel needed to provide a clean and safe event will be heard and decided by the City Managing Director or designee.

SECTION 2: Amending the City of Reading Code of Ordinances Chapter 576 – Vehicles and Traffic, Part 12 Parades, Special Events and Public Gatherings, Section 576-1206 Changes to Application as follows:

Any proposed changes to the application prior to the date of the event must be approved by the City's Police Department or the Reading Recreation Commission, as applicable, with possible consultation with Public Works, Manager of Property Maintenance, Fire, Risk and Safety, **the Downtown Improvement District, the Reading Parking Authority** and the City Solicitor.

SECTION 3: Amending the City of Reading Code of Ordinances Chapter 576 – Vehicles and Traffic, Part 12 Parades, Special Events and Public Gatherings, Section 576-1215 Notice to City and Other Officials by adding notice to the Downtown Improvement District and the Reading Parking Authority

§ 576-1215. Notice to City and other officials. [Amended 5-10-2010 by Ord. No. 16-2010; 6-27-2011 by Ord. No. 30-2011; 10-28-2013 by Ord. No. 49-2013]

Immediately upon the issuance of a special event or community site reservation permit, the Chief of Police shall send a copy thereof to the following:

- A. The Mayor.
- B. The City Solicitor.
- C. The Fire Chief.
- D. The Director of Public Works.
- E. Executive Director of the Downtown Improvement District**
- F. Executive Director of the Parking Authority**

SECTION 4: All relevant ordinances, policies and regulations of the City of Reading not amended shall remain in full force and effect.

SECTION 5: 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 this Ordinance.

SECTION 6: This ordinance shall become effective within ten (10) days in accordance with Charter Section 219.

Enacted _____, 2015

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

Drafted by	Legal Specialist/City Clerk
Sponsored by/Referred by	Councilor Daubert & Marmarou
Introduced on	October 12, 2015
Advertised on	October 19, 2015

**BILL NO. _____ 2015
AN ORDINANCE**

AN ORDINANCE AMENDING THE CITY CODE, CHAPTER 564 HEALTH AND SAFETY, PART 105 STORAGE OF MOTOR VEHICLE NUISANCES, SECTION 105 – PARKING BY PROHIBITING COMMERCIAL VEHICLES FROM PARKING ON ALL CARTWAYS WITHIN THE CITY OF READING, AS ATTACHED IN EXHIBIT A.

THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Amending the City Code, Chapter 564 Health and Safety, Part 105 Storage of Motor Vehicle Nuisances, by prohibiting commercial vehicles from parking on all cartways within the City of Reading, as attached in Exhibit A.

SECTION 2: All other items, parts, sections, etc. of the City Code of the City of Reading, Berks County, Pennsylvania, which are contrary to the amended chart attached as Exhibit A are hereby repealed; otherwise all other parts, sections, etc. of said Code and Chapter shall remain in effect unchanged and likewise are ratified.

SECTION 3: This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2015

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

Overridden by Council : _____

EXHIBIT A

§ 564-101. Definitions.

A. As used in this chapter, the following terms shall have the meanings indicated, unless a different meaning clearly appears from the context.

COMMERCIAL VEHICLE - any motor vehicle or trailer designed or used to transport passengers or property:

- (1) if the vehicle has a gross vehicle weight rating of 10,000 or more pounds;
- (2) if the vehicle is designed to transport 16 or more passengers, including the driver;
- (3) if the vehicle is a school bus; or
- (4) if the vehicle is transporting hazardous materials and is required to be placarded in accordance with PennDOT regulations.

For purposes of this section the phrase "commercial vehicle" shall include self-propelled vehicles, vehicles that are not self-propelled such as utility trailers and other types of trailers designed or used to store or haul equipment and materials and the combination of self-propelled vehicles and vehicles that are not self-propelled. (See attached diagrams) The term does not include an antique or classic motor vehicle, or an implement of husbandry .

MOTOR VEHICLE — — Any type of mechanical device, propelled by a motor, in which persons or property may be transported upon public streets or highways.

NUISANCE — — Any condition, structure or improvement which constitutes a danger or potential danger to the health, safety or welfare of citizens of the City or causes a blighting effect in City neighborhoods.

PERSON — — A natural person, firm, partnership, association, corporation or other legal entity.

In this chapter, the singular shall include the plural; the plural shall include the singular; and the masculine shall include the feminine and the neuter.

§564-105. Parking Trucks, Trailers and Mobile Homes.

A. It shall be unlawful for a person to park, or allow to remain parked for more than 1 hour any commercial vehicle with a gross vehicle weight rating (GVWR) of 10,000 lbs or more in plain view from the public right of way. Tow Trucks designated medium or heavy duty, Car Carriers,

, and Low Boy Trailers are similarly prohibited. This restriction applies to the foregoing districts *City-wide* and includes without limitation school buses, construction equipment, trucks, trailers, or tractors, whether attached or unattached unless the vehicle is involved in the actual delivery, pick up of goods, supplies, or merchandise from any building, residence or business, or the vehicle is used to perform services for any permitted residential or commercial project in that block.

B. It shall be unlawful for a person to park for more than 24 hours in plain view from the public right of way any attached or unattached motorized boat, trailer, camping trailer, or vehicle rated Department of Transportation Class 5 or greater in the ~~above~~ *following* zoning districts.

- A. R1A, R1, R2, R3 – Residential Districts
- B. Commercial Residential Districts – CR
- C. Commercial Neighborhood Districts – CN
- D. Residential Professional Office – RPO
- E. Preservation

Mobile homes and recreational vehicles designed or adapted for use as a mobile dwelling, including a vehicle equipped with a truck-camper, with a maximum length of 24 feet and a maximum weight that does not exceed 12,000 GVW may however park on private property, in accordance with § 600-1602A and B of Chapter 600, Zoning.

Each household may apply to the Department of Police, Traffic Enforcement Office, for no more than two temporary recreational vehicles parking permits that will allow the recreational vehicle to be parked at the property for longer than 24 hours. Barring a special exception, the cost of the permit shall be set at \$50, as per Chapter 212, Section 145, be visibly displayed on the dashboard at all times the vehicle is not in use, and shall last for a period of time as determined by the Chief of Police, or his designee.

C. *Enforcement.* Prior to the issuance of the citation and fine, notification of this law and a warning of the penalties imposed upon violation shall be posted on the vehicle one time or a copy issued to the owner or tenant of the property. Such warning shall be properly recorded in the Police Department, *Traffic Enforcement Office* ~~the Property Maintenance Division and the Parking Authority Office~~ by the issuing enforcement official. If the vehicle is not removed within 48 hours, per Subsection F below, the citing officer may issue a citation or exercise discretion to tow the vehicle to alleviate a safety or hazard concern.

D. Any person who shall violate any provision of this section shall be cited and fined ~~\$100~~ *150*. If the ~~\$100~~ *150* fine is not paid within 10 days, the fine shall be automatically increased to ~~\$200~~ *250*. At the discretion of the citing officer, the vehicle(s) located in the public right-of-way may be subject to tow after the ~~third~~ *second* citation in any calendar year.

F. The Department of Police, Property Maintenance Division and Reading Parking Authority are hereby provided with enforcement authority on public and private property for this section.

TRAA VEHICLE IDENTIFICATION GUIDE[®]

CLASS 1 • LIGHT-DUTY • (6,000 lbs. or less GVW - 4 tires)*



CLASS 2 • LIGHT-DUTY • (6,001 - 10,000 lbs. GVW - 4 tires)*



Classes 1 and 2 include passenger vehicles, light trucks, minivans, full size pickups, sport utility vehicles and full size vans.

CLASS 3 • MEDIUM-DUTY • (10,001 - 14,000 lbs. GVW - 6 tires or more)*



CLASS 4 • MEDIUM-DUTY • (14,001 - 16,000 lbs. GVW - 6 tires or more)*



CLASS 5 • MEDIUM-DUTY • (16,001 - 19,500 lbs. GVW - 6 tires or more)*



CLASS 6 • MEDIUM-DUTY • (19,501 - 26,000 lbs. GVW - 6 tires or more)*



Classes 3 through 6 include a wide range of mid-size vehicles, delivery trucks, utility vehicles, motorhomes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed and stake trucks, refrigerated and box trucks, small and medium school and transit buses.

CLASS 7 • HEAVY-DUTY • (26,001 - 33,000 lbs. GVW - 6 tires or more)*



CLASS 8 • HEAVY-DUTY • (33,001 lbs. and over GVW - 10 tires or more)*



Classes 7 and 8 include a wide range of heavy vehicles, large delivery trucks, motor coaches, refuse trucks, cement mixers, all tractor trailer combinations including double trailers.

Information Needed To Correctly Dispatch Towing and Recovery Units:

- Year, Make and Model of Vehicle to be Towed or Recovered
- DOT Classification (Class 1 – 8 based on GVW)
- Location of Vehicle
- Type of Tow (impound, accident, recovery motorist assist, etc.)
- Additional Vehicle Information
 - 2 wheel drive, 4 wheel drive, all wheel drive
 - damage to vehicle, tire condition
 - vehicle loaded or empty
 - cargo contents
 - does the vehicle have a trailer
 - are the keys with the vehicle

Note: Any vehicle may carry hazardous materials. Advise if placarded.

*** Note:** The Gross Vehicle Weight Rating (GVWR) of the vehicle to be towed or recovered can be found on the identification label on the vehicle's driver's side doorframe. The number of pounds listed on the label can then be compared with the DOT Classification Vehicle Type Chart for the correct DOT class.

Illustrations: © I.I. Publications/Vehicle Identification Guide: ©TRAA

Law enforcement communications with towing and recovery operators describing an incident and the vehicles involved can insure quick and efficient clearing of these scenes and less disruption to traffic flow. In an effort to standardize communications, the towing industry is adopting the federal vehicle class standards as outlined herein.

VIN CODES

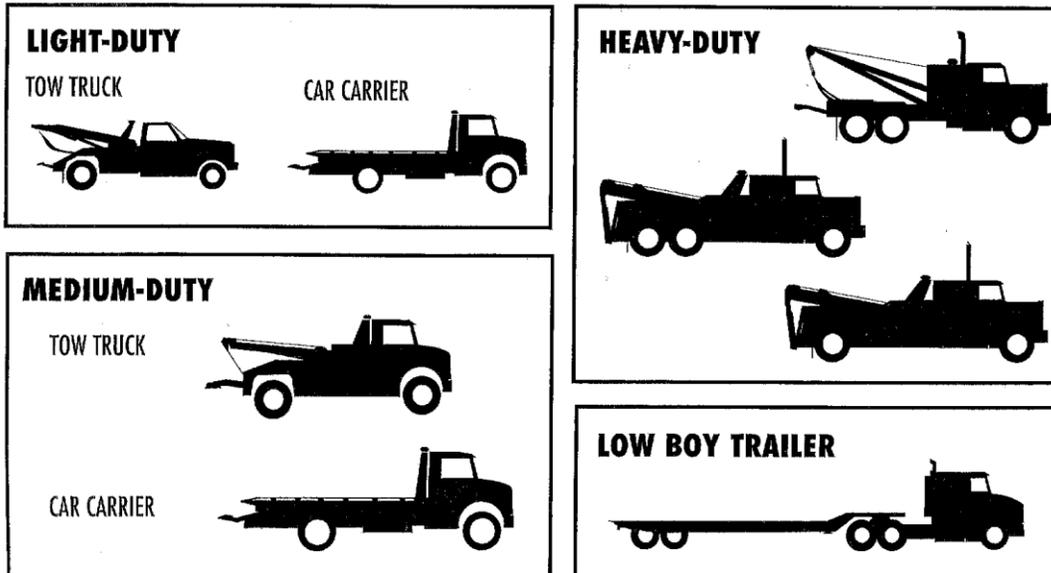
The year of the vehicle is critical information for towing operators in order for them to reference correct towing procedures. The diagrams on the front are examples of classifications. The following information about vehicle identification numbers affixed to the chassis will help determine the vehicle's year. As noted, the vehicle's year, identified by a letter or number in the VIN sequence, is the eighth character from the right.

1P8ZA1279SZ215470

EXAMPLE 1995 VIN NUMBER: _____ ↑

1980.....A	1987.....H	1994.....R	2001.....1	2008.....8
1981.....B	1988.....J	1995.....S	2002.....2	2009.....9
1982.....C	1989.....K	1996.....T	2003.....3	2010.....A
1983.....D	1990.....L	1997.....V	2004.....4	2011.....B
1984.....E	1991.....M	1998.....W	2005.....5	2012.....C
1985.....F	1992.....N	1999.....X	2006.....6	
1986.....G	1993.....P	2000.....Y	2007.....7	

TOW TRUCK/CAR CARRIER CLASSIFICATION



Illustrations: © T.T. Publications and Vehicle Identification Guide. ©TRAA

Drafted by	Legal Specialist
Sponsored by/Referred by	Legal Specialist
Introduced on	October 12, 2015
Advertised on	October 19, 2015

BILL NO. _____-2015

A N O R D I N A N C E

**AMENDING THE CITY OF READING CODIFIED ORDINANCES CHAPTER 453 PART 2
SIDEWALK VENDORS BY ADDING DEFINITIONS AND FURTHER DEFINING THE
PERMIT REQUIREMENTS, PERMIT APPLICATION PROCESS AND DESIGN
STANDARDS OF VENDING CARTS, MACHINES AND TRAILERS.**

SECTION 1. Amending the City of Reading Codified Ordinances Chapter 453 Part 2 Sidewalk Vendors by adding definitions and further defining the permit requirements, permit application process and design standards of vending carts, machines and trailers, as attached in Exhibit A.

SECTION 2. All other parts of the Ordinance remain unchanged.

SECTION 3. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the City that the remainder of this Ordinance shall remain in full force and effect.

SECTION 4. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

SECTION 5. This ordinance shall become effective ten (10) days after its adoption in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted _____, 2015

President of Council

Attest:

City Clerk

(Council Office/DID/Law)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT A
PART 2
SIDEWALK VENDORS

§453-201. Purpose

The purpose of this Part is to provide for the regulation of sidewalk vendors in the City of Reading to promote an active and attractive pedestrian environment. The City of Reading has the responsibility to provide public safety for pedestrians and to protect residential neighborhoods and public facilities. Reasonable regulation of sidewalk vendors is necessary to protect the public health, safety, and welfare in the public right of way. It is the finding of City Council that the regulation of sidewalk vendors on public and private property is necessary to promote the orderly and efficient use of sidewalks, to promote commerce in the downtown area in a manner that prevents undue interference with established businesses and to assure the performance of essential utility, traffic control and emergency services.

(Ord. 63-2007, 8/13/2007, §1)

§453-202. Title

This Part shall be known as the "Sidewalk Vendor Ordinance."

(Ord. 63-2007, 8/13/2007, §1)

§453-203. Interpretation

The provisions of this Part shall be construed to be the minimum requirements necessary to serve the general welfare and safety of the residents of the City of Reading. Where the

provisions of any statute, other ordinance or regulation impose greater restrictions or higher standards than those enumerated in this Part, the provisions of such statute, ordinance or regulation shall govern.

(Ord. 63-2007, 8/13/2007, §1)

§10-1704 §453-204. Definitions

For the purpose of this Part, certain terms shall be defined as follows:

CODE AND LICENSE APPEALS BOARD - *Board authorized to hear, among other things, appeals of and render decisions in matters concerning aggrieved applicants whose sidewalk vendor permits have been denied, suspended, revoked or is not renewed and/or whose location has been selected by the DID Board, pursuant to §452-206.*

DOWNTOWN IMPROVEMENT DISTRICT (DID) AUTHORITY AREA – the City’s Central Business District, in which services are provided by the Reading Downtown Improvement District Authority as created through the enactment of Bill No. 41-2005 on June 27, 2005, *which re-established the Downtown Improvement District.* Please see the map located at www.downtownreading.com. *The mapped area does not include areas in which services are provided by the DID Authority under contract.*

DOWNTOWN IMPROVEMENT DISTRICT (DID) AUTHORITY BOARD– *as defined and established by Ord. 134-94, titled "An Ordinance Authorizing the City of Reading to Organize an Authority to be Known as the 'Reading Downtown Improvement District Authority,' Pursuant to the Provisions of the Municipality Authorities Act of 1945, P.L. 382, As Amended, Under Certain Terms and Conditions," as amended by subsequent enactments, including Ord. 11-95, Ord. 66-95, Res. 706-95, and Ord. 20-2000, all of which are hereby incorporated by reference, is hereby re-established pursuant to the Municipality Authorities Act and the Neighborhood Improvement District Act, pursuant to the terms set forth herein.*

KIOSK—~~a freestanding structure upon which temporary information and/or posters, notices and announcements are posted; an open gazebo, pavilion or similar structure used as a newsstand, refreshment booth or the like.~~

MOBILE VENDOR—~~a vendor or seller of food and/or goods from a vehicle or other conveyance upon the public streets or alleys of the city that does not typically remain stationary for more than approximately 10 minutes each hour.~~

OFFICIAL MAP - the topographical survey of the City of Reading, Pennsylvania on file in the Engineering Office.

PASSABLE - free of any impediment or obstruction, whatsoever, that would hinder the travel of the public.

PRIVATE PROPERTY - property owned by a person or jointly by a group of persons, legal persons or business entities.

PROPERTY MAINTENANCE DIVISION - a division of the City of Reading administration under the ~~Managing~~ Director *of Community Development* charged with enforcing the City of Reading Codified Ordinances governing issues including, but not limited to, housing and property maintenance.

PUBLIC RIGHT-OF-WAY - any place of any nature which is legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks, and roadways, but excluding any public property of the City of Reading. The official topographic survey map of Reading, Pennsylvania, on file in the Engineering Office shall be the final authoritative document should the existence of any street dedicated or not be disputed.

PUBLIC OUTDOOR PAY TELEPHONE - any outdoor publicly accessible pay telephone any portion of which or its enclosure is situated on, projects over, or hangs over a portion of the public right-of way; or is situated such that it can be used by a person standing on the public right-of way.

PUBLIC PROPERTY - all real and personal property, whether within or outside the corporate City limits, belonging to the City of Reading, excluding that which is used and/or intends for use by vehicular or pedestrian traffic and defined herein as a public right-of-way.

~~**SANDWICH BOARD** - any portable sign which is intended, by design, use or construction, to be used by resting upon the ground for support and may be easily moved or relocated for reuse.~~

SIDEWALK - that portion of a public right-of-way for which paving is required under this Part of the Codified Ordinances of the City of Reading and which is used primarily for pedestrian travel.

SIDEWALK AREA - that portion of the public right-of-way occurring between the curb line and the topographical building line.

SIDEWALK VENDOR - person or persons who exhibits, displays, or sells any food, beverage, goods, printed materials or merchandise from any stand, cart vending machine or trailer while on or about the sidewalk area.

SIDEWALK VENDOR LICENSE PERMIT- the written authorization, issued by the City of Reading, to construct, install, erect, or place any obstruction within the public right-of-way. The license *permit* must be displayed prominently on each ~~stand~~, cart, trailer and/or obstruction.

~~**STATIONARY VENDOR**—an itinerant vendor who conducts business (a) from a vehicle or other conveyance, or (b) in or about a structure that is not permanently affixed to real property and that is located upon privately owned property and not on a public street, sidewalk, alley or public way of the city.~~

TRAILER - vehicle designed to be towed by a motor vehicle.

VEHICLE - a device or structure for transporting persons or things; a conveyance that is self-propelled and runs on tires.

VENDING – the act of exhibiting, displaying or selling any food, beverage, goods, newspapers, or other printed materials either in bulk or in package, from a vending cart as defined herein.

VENDING CART – a non-motorized vehicle with at least two wheels moved by hand for the purpose of conducting food or merchandise sales.

~~**VENDING LICENSE BOARD of Appeals**—Board authorized to hear appeals of and render decisions in matters concerning aggrieved applicants whose Sidewalk Vendor License *Permit* has been denied, suspended, revoked or is not renewed *and/or whose location has been selected by the DID Board*, pursuant to §10-1706-§452-206.~~

~~**VENDING MACHINE**—any self-service device that provides for the sale or distribution of food, beverages, goods, newspapers, or other printed materials either in bulk or in package, or an Automated Teller Machine (ATM) without the necessity of replenishing the device between each vending operation.
(Ord. 63-2007, 8/13/2007, §1)~~

~~§10-1705§453-205. Permit Required~~

~~1. Vending on public property is prohibited in all areas outside the Downtown Improvement District Authority (DID) area.~~

~~Vending is prohibited on private property as per the Zoning Ordinance, City of Reading Codified Ordinances Chapter 27, Section 902 §600-902, – Limit of One Principal Use states “No more than one principal use shall be permitted on a lot, unless specifically permitted by this Chapter. A principal use shall not be located in an accessory building or structure.”~~

It shall be unlawful for any person to engage *in the business of vending* within the City of Reading without first obtaining a license *permit* pursuant to this Section. Such sidewalk ~~v~~*Vending* activities are only permitted within the DID area and between the southern right- of-way line of Franklin Street, the northern right- of-way line of Washington Street, the western right- of-way line of Front Street and the eastern right- of-way line of 11th Street, *as shown by the DID Area Map contained in the latest Final Plan for the Downtown Improvement District.*

Pre-existing vendors operating inside the Downtown Improvement District (DID) area are required to comply with all regulations contained herein ~~and shall not be “grandfathered”~~ *and are subject to all licensing and health/safety requirements contained in this Ordinance.*

Location, Type and Number. A sidewalk vendor license *permit* shall only be issued for and restricted to vendor sales from an approved *vending cart* at specific and fixed locations within the DID area. All sidewalk vending shall be conducted within the public right-of-way, as defined herein. Up to a maximum of ~~fifteen (15)~~ *twenty (20)* sidewalk vending licenses *permits* shall be issued for food, *beverage, goods, printed materials or merchandise* related sales annually for the DID area as determined by ~~the Property Maintenance Division~~ *City Ordinances.*

~~The *DID Board* Property Maintenance Division shall determine location of each vendor or vending machine in the Downtown Improvement District (DID) area. City Council may increase or decrease the number and locations of the sidewalk vendors at any time with proper notification to the vendors. *The Property Maintenance Division shall issue the submit the approved permits to the DID Board within five (5) business days. The DID Board shall issue the permit to the owner of the vending cart or machine within five (5) business days after the DID Board selects the location.* The Property Maintenance Division shall issue a temporary license permit to the potential sidewalk vendor indicating a location and notify the DID Board of the assignment. The DID Board Property Maintenance Division shall determine the exact final approved location of each vendor in the Downtown Improvement District (DID) area. City Council may increase or decrease the number and locations of the sidewalk vendors at any time with proper notification to the vendors. *The Property Maintenance Division will then issue the permanent license permit to the owner of the vending cart once approved by the DID Board. The location selection criteria shall be as follows:*~~

- 1) the goods being sold or offered by the vendor;*
- 2) the goods sold, offered and/or services provided by adjacent businesses and those within 200 feet;*
- 3) expected impacts from the vendor which could have a detrimental effect on existing adjacent and nearby establishments; and*

4) *the goods being sold by sidewalk vendors in the same block, in order to avoid oversaturation of the block with too many of the same type of vendor (e.g., more than one ice cream vendor in the same block).*

City Officials may, if necessary, temporarily *or permanently* relocate *any or all* vendor(s) by giving the vendor(s) 24- hour notice due to the DID Board's request, special events, or because of natural or man-made phenomena which would cause vending activities to be unsafe, impractical, or incompatible with new or existing businesses within two hundred feet (200) feet of the vendors' location.

The DID Board shall approve, deny and/or revoke permits for vending machines in the DID area including vending machines for printed materials.

B. More than Two Licenses-Permits Prohibited. A person who holds or has an interest in two sidewalk vendor licenses permits as an owner, partner or shareholder shall not have any additional interest, either directly or indirectly, as an owner, partner or shareholder in any other sidewalk vendor license permit. *Each vending cart must have an individual license permit. One license permit cannot apply to more than one vending cart.*

C. License Permit Nontransferable. A sidewalk vendor license permit shall not be transferable to another holder ~~except upon the permanent disability of the holder,~~ and any prohibited transfer of the license permit shall work as an automatic forfeiture thereof. If the license permit holder is not a natural person, the transfer of any ownership interest in the holder of the license permit shall be deemed a prohibited transfer. (Ord. 63-2007, 8/13/2007, §1)

~~2. The restrictions of~~ *This Section shall not apply to itinerant food operations associated with the organized festival, carnival, fair, parade, picnic or other affair that may be approved or sponsored by the City or its associated bureaus, authorities or agencies, in such areas which may be designated and approved for itinerant food operations on a temporary basis.*

~~§10-1706~~§453-206. License-Permit Application

1. **Notice of License Permit Availability.** Applications for sidewalk vending permits will be available ~~between beginning March 1 and March 15~~ *March 1st and March 31st for each calendar year* in the Property Maintenance Division. *Each calendar year will extend from April 1st to March 31st.*

2. **Application.** Any person interested in applying for a sidewalk vendor's license permit may, ~~after public notice listed above,~~ make application by filing such forms containing the required information with the Property Maintenance Division with a nonrefundable *processing* fee \$50

~~no later than 4 p.m. on March 15~~ **March 31*** *as per the City of Reading Fee Schedule. Existing permit holders completing applications shall receive priority in the grant of a permit, however, the City does not guarantee any particular location as DID retains the right to approve vending locations.* The application shall set forth:

- A. True name and address of the applicant. P.O. Boxes will not be permitted.
- B. Photographs and specifications, *including the dimensions* of the proposed sidewalk vendor cart(s), stand(s) or trailer(s) to be used in sufficient detail showing compliance with the design criteria, standards, and specifications in ~~§10-1707~~ **§453-207** herein.
- C. Sufficient detail about the proposed sidewalk vendor, *the cart features* and a *complete list of* the products proposed for sale must be submitted with the application for evaluation and compliance with applicable City and State Health Codes, ~~along with copies of the required City and State health permits.~~ *A complete list of products to be sold is needed to determine the best and most suitable location for the vendor cart.*
- D. ~~A copy of the applicant's business privilege license.~~ *Applicant must also submit either copies of the required City and State health permit or, in the event that applicant has applied for but not yet procured those permits, the applicant may submit a copy of the completed permit application. The vending cart permit will not be issued until all health permits have been procured.*
- E. ~~A copy of the permit allowing for the use of on-unit heating, cooking, water, electrical or cooling devices.~~ Utility connections to neighboring properties shall be prohibited. *The vendor cart must be 100% self-contained.*
- F. The locations the sidewalk vendor would like to operate.

Applications will be initially reviewed by the Property Maintenance Division for completeness. ~~Incomplete applications may be amended one time and resubmitted on or before March 15 as stated above.~~

3. Review of Applications. Not more than 45 days following application deadline, the Director ~~Manager~~ of the Property Maintenance Division *Department of Community Development* or his designee shall complete the review of all applications filed and notify the applicants of the results thereof in writing. *Final approval of the location will be determined by DID.* An application shall be denied and the applicant shall be ineligible for a sidewalk vendor license if:

- A. The application is incomplete ~~in any material respect~~ *in any material respect* ~~As set forth in Paragraph 1706.2~~ **§453-206.2** above.
- B. The proposed vending cart does not comply with the cart design criteria, standards or specifications and/or applicable health *or safety* requirements.
- C. The applicant does not have a business privilege license.
- D. The applicant, or any natural person having an interest in the entity making the application, has:
 - (1) An interest in more than two sidewalk vendor ~~licenses~~ *permits*.

- (2) Within the past 5 years held or had an interest in a sidewalk vendor license that has been revoked.
 - (3) Within the past 10 years been convicted of selling, offering to sell or possession with intent to sell a controlled substance or convicted of a felony.
- E. If an application is denied, the applicant shall be notified in writing of the reason(s) therefore within ten (10) days.

Note: In the event two or more sidewalk vendors apply to operate in the same location, a lottery system will be used to make the determination.

4. Each *permit* shall be issued for one calendar year, ~~April 1 through March 31~~ *April 1st through March 31st*, and shall be subject to review *and inspection by City officials* during the calendar year for adherence to the requirements of this Part.
(Ord. 63-2007, 8/13/2007, §1)

~~§10-1707~~§453-207. **Design Standards.**

1. Design and Appearance.

A. General Requirements. All sidewalk vendor carts, trailers or stands shall be ~~designed to be attractive, easily maintained~~ *kept in a clean and sanitary condition, and mobile. In addition, vending must* ***all vendors*** shall comply with State and local health and sanitation requirements on such matters as refrigeration, cooking, utensils and appliances, materials and food storage. ***Conditions such as discoloration, food and beverage stains, rust, and peeling/cracking/faded exterior surfaces are not permitted and may cause the suspension and/or revocation of the vending permit.***

A *City* health permit must be obtained by all vendors selling food before operation of sales begins.

B. Required Physical Features.

- (1) **Dimensions.** The dimensions of the vending cart shall not exceed 4 feet x 8 feet. This is the largest in operation size and states the largest exterior dimensions permitted (including wheels, handles and similar parts). Fold-out shelves for the display of larger merchandise are permitted, provided there will be no interference with pedestrian movement. Fold out shelves ~~cannot~~ ***shall not be*** used to provide space for customers to consume the products dispensed by the vendor. ~~Awnings and canopies, both attached and unattached from the cart, are prohibited.~~
- (2) **Mobility.** Vending carts must have at least two wheels. They must permit easy movement and maneuverability in the event of emergency and required relocation.
- (3) **Permit Display.** The vending *permit* must be *clearly* displayed on the cart in such a manner and location as to be *clearly* visible to customers.

(4) **Trash Receptacles.** Each vending cart will have provisions for vendor and customer trash disposal. Vendors are responsible for proper disposal of this trash whenever the container becomes full or, at a minimum, at the conclusion of the day's operation.

(5) **Covers.** Umbrellas or canopies are desirable. The umbrella must not conflict with public passage on the right of way, nor be obtrusive to vendors' signs or neighboring business. The cover must be well maintained, *so as not to become faded, torn, cracked, or soiled.*

(5) (6) **Carts Self-Contained.** All sidewalk vendor carts shall be so designed that all ~~sales~~ *vending related* activities, including trash disposal ~~facilities~~, can be conducted totally from the vending cart. Use of the sidewalk by a vendor for product display, storage, or disposal of trash shall be prohibited.

(6) (7) **Utility Connections.** Utility connections for water, cooking, cooling, electric, heating, etc., must be contained in the unit. Utility connections to neighboring properties shall be prohibited.

(7) (8) **Fire.** A 5 pound ABC type dry chemical fire extinguisher is required for all vending carts utilizing a flame for any purpose.

(8) (9) **Hand Washing Facilities.** Each vending cart that serves *unwrapped or unbagged food* must have a hand wash sink with hot and cold water, a posted sign indicating ~~“Employees must wash hands, and comply with the standards as~~ *the exact regulations required* by the Pa. Dept of Agriculture

(9) (10) **Refuse.** All vending carts must have a refuse receptacle with a tight fitting lid on the unit and a separate refuse receptacle for customers as required by the Pa. Dept of Agriculture. Receptacles must be properly emptied when full or at a minimum at the close of business. *All refuse must be disposed of at the vendor's expense.*

(10) (11) **Cold and Hot Holding Units.** Refrigeration and cold holding units must be capable of reaching and maintaining 41° F or below when in use. Hot holding units must be capable of holding foods at 135° F or above, as required by the Pa. Dept of Agriculture.

(11) (12) **Dish washing.** Single service articles must be used unless adequate dishwashing facilities are available and used. Adequate facilities will include a three compartment sink (separate from the hand washing sink) set up for accomplishing a 3-step method of dishwashing; *wash, rinse and sanitize.* Where only spatulas, tongs, and similar devices are washed and sanitized, and only stationary equipment must be cleaned, a two-compartment sink may be approved – ~~as required by~~ *in accordance with the regulations of* the Pa. Dept of Agriculture.

(12) (13) **Food and Ice.** All food and *beverages* must be clean, wholesome, free from spoilage, free from adulteration and safe for human consumption, as ~~required set forth~~ *in the regulations of* the Pa. Dept of Agriculture. All food and beverages shall be from approved sources. Food prepared in a private home ~~can only be used~~ *may only be sold* if that facility is licensed, registered and inspected by the Pa. Dept of Agriculture and the City of Reading *Property Maintenance Division.*

~~(13)~~ **(14) Sign.** No sign shall be permitted except an identification of the vendor's business name and the listing of items available to sale and the price thereof. The sign *which may include a Sandwich Board sign, attached or separate from the vending cart and in accordance with the City of Reading Zoning Ordinance Sections §§600-1705 (NEW Code effective soon—old Code Section 27-1706)* must not be obtrusive to the public way or conflict with neighboring businesses *by obstructing the view of said businesses or their signage, or blocking any entrance or exit to the building.* (Ord. 63-2007, 8/13/2007, §1)

~~(14)~~ **(15) Food Employee Certificate.** All *food* vendors are required to obtain and maintain a Food Employee Certificate from the Department of Agriculture, as required by the State Food Employee Certification Act, within three months of the approval of their Sidewalk Vendor Permit. New vendors will have 90 days to comply with said requirement; existing vendors which are not in compliance due to lack of current certification, employee turnover or other loss of certified person shall have 90 days from the effective date of this ordinance or the date of loss to comply.

C. Prohibited Features.

(1) Advertising other than the name of the vendor's business or suppliers.

(Advertising must ~~appear to be based on #14 above, that the sign may~~ *include items for sale.* ~~the sensibilities of the general public.~~) *Advertising must not contain obscene language, profanity or images offensive to the sensibilities of the general public.*

(2) Propulsion systems other than manual.

(3) Gas cylinders larger than 20 pounds.

(4) Vending directly from a motor vehicle, *other than a licensed food truck* is prohibited.

(5) Tables, chairs, benches, stools and any other device that would allow the consumption of the product dispensed by the vendor.

(6) Fold out shelves ~~cannot~~ *shall not* be used to provide space for customers to consume the products dispensed by the vendor.

~~(7) Awnings and canopies, both attached and unattached from the cart, are prohibited.~~

D. Waivers. Waivers will not be permitted for any requirement based on health, safety or sanitation considerations.

E. Mandatory Compliance. All carts shall comply with standards and specifications described herein and adopted by the City and the State. Failure to comply shall be sufficient grounds for rejection of a vending ~~license~~ *permit* application or suspension or revocation of any license issued.

F. Maintenance. All sidewalk vendor carts shall at all times be maintained in good condition and repair. Any repairs to or replacements of sidewalk vendor carts shall comply fully with the existing design criteria, standards and specifications. No replacement cart may be

placed into operation until approved *by the Property Maintenance Division and the DID Authority.*

~~§10-1708~~§453-208. **Sidewalk Vendor Operation Standards**

1. **Days and Hours of Operation.** Sidewalk vendor sales inside the Downtown Improvement District may be conducted between the hours of 6:00 a.m. to ~~8~~ 9 p.m. during the permit year.

2. **Daily Removal.** Sidewalk *carts* and accouterments shall be removed from the sidewalk daily, not later than ½ hour after the close of business or and not returned thereto earlier than ½ hour before the time permitted for opening, unless otherwise provided by the regulations adopted by the City. Any item not removed from the sidewalk at the close of business may be removed and stored by the City of Reading *or the Downtown Improvement District.* The vendor will be charged for costs, storage and the penalty prescribed under ~~§10-1714~~ §453-214 herein.

3. **Safe and Sanitary Condition.** Sidewalk vendor carts and vending areas shall be maintained in a safe, broom-clean and sanitary condition at all times. Sidewalk vendor carts *permitted* hereunder to sell food products shall:

A. Be subject to inspection at any time by a City of Reading Property Maintenance Inspector and shall at all times be *permitted* under and be in compliance with all applicable State and local codes.

B. If using portable heating or cooking facilities, subject to inspection at all times by the City of Reading Fire Marshal and ~~Codes~~ *Property Maintenance Division* and shall comply with all applicable codes of the City of Reading. A permit must be obtained from the Fire Marshal before operation of sales begins.

4. **Quiet Operations.** Sidewalk vendors shall conduct business in an orderly fashion and shall not make loud or raucous noises or use sound amplifying devices to attract attention, nor verbally hawk or solicit product sales. ~~to pedestrians or motorists.~~

5. **Use and Maintenance of Sidewalk.** All sales and related activity shall be conducted from the vending area during which times the vending cart shall not be moved from the assigned vending location, *unless the vending cart is required to move by City or DID officials or for emergency response personnel.* No products shall be stored or displayed, on the sidewalk or any adjacent outside area. The sidewalk vendor shall be solely responsible to keep the sidewalk area free of trash, litter, debris or spillage generated by the vendor's business.

The vending cart shall be placed so as not to impede the free movement of pedestrian traffic. The use of tables, chairs, benches, etc., around the vending cart is strictly prohibited.

6. **Display.** The sidewalk vendor *permit*, the City of Reading health permit and the State “Serve Safe” certificate shall be posted in plain view of the customers at all times the vendor is operating.

7. **Public Liability Insurance.** Each *permit* holder shall maintain and provide the City of Reading ~~and the Executive Director of the DID~~ with proof thereof, insurance for public liability ~~and having the City named as an interested party~~ with minimum coverage of \$100,000 per individual and \$500,000 per incident. ~~The Property Maintenance Division and the Executive Director of the DID shall be informed by the vendor of any change in or notice of cancellation of coverage during the permit year.~~

8. **Prohibitions.** An object, device or structure as regulated under the terms of this Part shall be expressly prohibited when its construction, erection, installation or placement would result in any of the following conditions:

- A. A passable sidewalk width less than 5 horizontal feet.
- B. A horizontal projection from the building line in excess of 5 feet.
- C. A reduction in *the street* sight triangle.

(Ord. 63-2007, 8/13/2007, §1)

~~§10-1709~~§453-209. **Suspension or Revocation of Permit**

A sidewalk vendor permit shall be subject to suspension or revocation by the City for violation of any provision of this Part or any regulations promulgated or enacted hereunder, or violation of applicable State or local, including but limited to all health or safety regulations, zoning and taxation.

(Ord. 63-2007, 8/13/2007, §1)

~~§453-210. Vending License Board of Appeals Code and License Appeals Board~~

1. Any person aggrieved by a decision of the Property Maintenance Division including suspension, nonrenewal, denial or revocation of a Sidewalk Vendor *Permit* may appeal to the ~~Vending License Board of Appeals Code and License Appeals Board as per Chapter 1, Section 23, Part 4.~~ *Any person aggrieved by a decision of the DID Board relating to the location of a vending cart or vending machine may appeal to the Code and License Appeals Board.* Such appeal must be filed, in writing, with the ~~Administrator~~ *Manager Director of the Department of Community Development* of the Property Maintenance Division, with the appropriate filing fee, within 10 working days from the date of receipt of the decision of the Property Maintenance Division *or DID Board.*

2. ~~Organization~~ **Fees and Costs**

A. ~~Membership.~~ The Vending License Board of Appeals shall consist of one member of the Board of Directors of the Reading DID or their designee, one member of the City of Reading

Planning Commission or their designee, one representative from the Greater Reading Chamber of Commerce, one employee from the Property Maintenance Division, Reading Police Traffic Enforcement and Public Works. *The fee for filing of an appeal to the ~~Vending~~ Board of Appeals Code and License Appeals Board shall be ~~Two Hundred Seventy Five Dollars and 00/100~~ (\$275.00), as per the City of Reading Fee Schedule. Failure to submit the appropriate fee with the request for an appeal shall result in automatic denial of the appeal. In addition to said fee, the Appellant shall be responsible for all costs incurred to conduct a hearing beyond that covered by the fee.*

B. ~~**Oaths and Subpoenas.**~~ The Board shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by the parties.

C. ~~**Quorum and Majority Vote.**~~ Four members shall constitute a quorum of the Board. A majority of the members of the quorum of the Board shall prevail. A tie vote shall be deemed as a denial of the appeal.

3. **Powers.** The Board shall have the following powers:

A. ~~**Hear and Decide Appeals.**~~ To hear and decide appeals where it is alleged there is error in any decision of the Property Maintenance Division in the enforcement of this Part.

B. ~~**Grant Modification or**~~ To modify any notice of violation or order and to authorize a variance from the terms of this code when because of special circumstances, undue hardship would result from literal enforcement, and where such variance substantially complies with the spirit and intent of the Code.

C. ~~**Grant Extension of Time.**~~ To grant a reasonable extension of time for the compliance, as described in the City's Property Maintenance Code [Chapter 5, Part6] and other applicable sections of the City of Reading Codified Ordinance of any order where there is a demonstrated case of hardship and evidence of bona fide intent to comply within a reasonable time period.

D. ~~**Timeliness.**~~ In exercising the above mentioned powers, the Board shall act with reasonable promptness and seek to prevent unwarranted delays prejudicial to the party involved and to the public interest; provided, however, that the Board shall file its decision within 10 working days after the appeal hearing.

E. ~~Recommend amendments to this Part to the Council of the City of Reading.~~

4. ~~— The Property Maintenance Division decision and all records of final disposition of the matter outlined in the appeal shall be public and available for inspection; provided, however, that the Property Maintenance Division may prescribe reasonable regulation regarding the time and manner of inspection.~~

5. ~~— **Effect of Filing of Appeal.** Any decision issued under, per and in accord with this Part, shall be held in abeyance upon the timely filing of an appeal thereof with the Vending License Board of Appeals.~~

6. ~~— **Fee and Costs.** The fee for filing of an appeal to the Vending Board of Appeals *Code and License Appeals Board* shall be *Two Hundred Seventy Five Dollars and 00/100* (\$275.00). *as per the City of Reading Fee Schedule.* Failure to submit the appropriate fee with the request for an appeal shall result in automatic denial of the appeal. In addition to said fee, the Appellant shall be responsible for all costs incurred to conduct a hearing beyond that covered by the fee.~~

~~§10-1711~~ §453-211. Appeal to Court of Common Pleas

Any person aggrieved by any decision of the respective Board, may appeal to the Court of Common Pleas of Berks County. Such appeal shall be made by a duly verified petition in accord with the Pennsylvania Rules of Civil Procedure and shall set forth the factual and legal basis upon which the decision of the Board is alleged to be illegal, in whole or in part. Such petition shall be filed with the Court of Common Pleas and a notice thereof served upon all parties to the appeal, including the ~~Vending License Board of Appeals~~ City of Reading *Code and License Appeals Board* ~~and~~ *and the DID Board*

~~§10-1712~~ §453-212. Enforcement

This Part will be enforced under the jurisdiction of the Property Maintenance Division and the Reading Police Department.

~~§10-1713~~ §453-213. Construction and Severability

In the event any provision, Section, sentence, clause or part of this Part shall be held to be invalid, illegal or unconstitutional, such invalidity, illegality or unconstitutionality shall not affect or impair any remaining provision, Section, sentence, clause or part of this Part, it being the intent of the Council of the City of Reading that such remainder shall remain in full force. (*Ord. 63-2007, 8/13/2007, §1*)

~~§10-1714~~ §453-214. Penalty

Any person violating any provision of this Part or of the regulations promulgated hereunder, shall, upon conviction thereof in a summary proceeding, be sentenced to pay a fine of \$75 - \$1,000 for each and every offense, to be collected as other fines and costs are by law collectible, or shall be imprisoned for not more than 90 days or both. Each day during which the person

violated any provision of this Part shall constitute a separate offense. Institution of a prosecution for the imposition of the foregoing penalty shall not be construed to limit or deny the right of the City to such equitable or other remedies as may be allowed by law.
(Ord. 63-2007, 8/13/2007, §1)

Drafted by	P. Edelman, Esq. Stevens & Lee
Sponsored by/Referred by	Managing Director
Introduced on	October 12, 2015
Advertised on	N/A

CITY OF READING
COUNTY OF BERKS
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE NO. ____
ENACTED: OCTOBER 26, 2015

AN ORDINANCE INCREASING THE INDEBTEDNESS OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, BY THE ISSUE OF TWO GUARANTEED REVENUE NOTES IN THE AGGREGATE MAXIMUM PRINCIPAL AMOUNT OF \$121,800,519 FOR PURPOSES OF FINANCING AND/OR REIMBURSING THE FOLLOWING: (1) THE CONSTRUCTION, ACQUISITION, IMPROVEMENT, INSTALLATION AND EXPANSION RELATED TO THE LIQUIDS TREATMENT FACILITIES UPGRADE OF THE CITY'S WASTEWATER TREATMENT SYSTEM; (2) THE CONSTRUCTION, ACQUISITION, IMPROVEMENT, INSTALLATION AND EXPANSION RELATED TO THE SOLIDS TREATMENT FACILITIES UPGRADE OF THE CITY'S WASTEWATER TREATMENT SYSTEM; AND (3) THE PAYMENT OF THE COSTS AND EXPENSES OF ISSUING THE NOTES; FIXING THE FORM, DATES, INTEREST, AND MATURITY THEREOF; MAKING A COVENANT FOR THE PAYMENT OF THE DEBT SERVICE ON THE NOTES; PROVIDING FOR THE FILING OF THE REQUIRED DOCUMENTATION WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO INCUR AND EXCLUDE ADDITIONAL DEBT OF THE GOVERNMENTAL UNIT; PROVIDING FOR THE APPOINTMENT OF A SINKING FUND DEPOSITORY FOR THE NOTES; PROVIDING FOR THE AUTHORIZED SIGNATORIES AND AUTHORIZING EXECUTION, SALE AND DELIVERY THEREOF.

WHEREAS, it is necessary that the indebtedness of the City of Reading, Berks County, Pennsylvania (the "City") be increased to (a) finance and/or reimburse the following project of the City (the "Liquids Project"): (1) the construction, acquisition, improvement, installation and expansion related to the Liquids Treatment Facilities Upgrade of the City's wastewater treatment system; and (2) the payment of the costs and expenses of issuing the Liquids Note (as hereinafter defined); and (b) finance and/or reimburse the following project of the City (the "Solids Project" and together with the Liquids Project, the "Project"): (1) the construction, acquisition, improvement, installation and expansion related to the Solids Treatment Facilities Upgrade of the City's wastewater treatment system; and (3) the payment of the costs and expenses of issuing the Solids Note (as hereinafter defined); and

WHEREAS, the City has received preliminary realistic cost estimates from professional consultants indicating the sum of \$121,800,519 will be needed to complete the Project; and

WHEREAS, the Pennsylvania Infrastructure Investment Authority (“PENNVEST”) has approved funding for the Project, subject to the approval of debt proceedings; and

WHEREAS, the City shall file debt proceedings with the Department of Community and Economic Development to qualify the indebtedness hereafter authorized as self-liquidating debt; and

WHEREAS, provided the debt related to the Project qualifies as self-liquidating, as aforesaid, the proposed increase of debt, together with the City’s nonelectoral indebtedness and its lease rental indebtedness presently outstanding, will not cause the limitations of the City’s debt incurring power, pursuant to constitutional and statutory authority, to be exceeded.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Council of the City of Reading, Berks County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

It is necessary that the indebtedness of the City be increased for the purpose of constructing the Project.

The period of useful life of the improvements for which this obligation is to be issued is estimated to be in excess of thirty-five (35) years.

Said indebtedness shall be incurred as nonelectoral debt and shall be evidenced by two guaranteed revenue notes, in fully registered form, in a sum not to exceed \$121,800,519 (collectively, the “Notes”)

The Liquids Note shall be a guaranteed revenue note, in fully registered form, in a sum not to exceed \$84,586,034 and shall bear interest at a rate of 1.00% during the interest only period and the first five years of principal amortization and 1.00% for the remainder of the term of the Liquids Note. The form of the Liquids Note is set forth in Exhibit A-1 attached hereto.

The Solids Note shall be a guaranteed revenue note, in fully registered form, in a sum not to exceed \$37,214,485 and shall bear interest at a rate of 1.00% during the interest only period and the first five years of principal amortization and 1.00% for the remainder of the term of the Solids Note. The form of the Solids Note is set forth in Exhibit A-2 attached hereto.

The Liquids Note is being issued as provided in the Act of the General Assembly of the Commonwealth of Pennsylvania approved the 28th day of April, 1978, being Act 52 of 1978 Session and known as the Local Government Unit Debt Act (the “Act”). The City shall begin principal amortization of the Liquids Note on the earlier of: (i) three (3) months after the estimated date of completion of the Liquids Project, (ii) the first day of the calendar month following actual completion of the Liquids Project, or (iii) three (3) years from the date of settlement. Notwithstanding the foregoing, principal amortization on the Liquids Note shall not be deferred beyond the later of two (2) years from the date of settlement or one (1) year after completion of the Liquids Project in accordance with Section 8142(c) of the Act. As of the date of this Ordinance, the projected estimated date of completion of the Liquids Project is March 25, 2019.

The Solids Note is being issued as provided in the Act. The City shall begin principal amortization of the Solids Note on the earlier of: (i) three (3) months after the estimated date of completion of the Solids Project, (ii) the first day of the calendar month following actual

completion of the Solids Project, or (iii) three (3) years from the date of settlement. Notwithstanding the foregoing, principal amortization on the Solids Note shall not be deferred beyond the later of two (2) years from the date of settlement or one (1) year after completion of the Solids Project in accordance with Section 8142(c) of the Act. As of the date of this Ordinance, the projected estimated date of completion of the Solids Project is March 25, 2019.

The City reserves the right to anticipate any or all installments of principal on the Notes or any payment of interest on the Notes at any time prior to the respective payments dates thereof, without notice or penalty.

The principal and interest of the Notes shall be payable at the office of the sinking fund depository selected for the Notes as hereinafter provided.

The Notes are hereby declared to be a general obligation of the City. The City hereby covenants that it shall include the amount of debt service on the Notes for each fiscal year in which such sums are payable in its budget for that year; shall appropriate such amounts to the payment of such debt service; and shall duly and punctually pay or cause to be paid the principal of the Notes and the interest thereon at the dates and places and in the manner stated in the Notes according to the true intent and meaning thereof, and for such proper budgeting, appropriation, and payment, the full faith, credit and taxing power of the City is hereby irrevocably pledged.

In addition, the City grants to PENNVEST a lien and security interest in all other gross revenues or receipts of the City generated or produced from the City's wastewater treatment system (the "System") as it now exists and upon completion of the Project, including but not limited to, a security interest in all existing and future accounts, contract rights and general intangibles arising out its operation of the System. The grant of a lien and security interest created hereby shall be evidenced in the Loan Documents entered into between the City and PENNVEST, as the registered owner of the Notes.

Further, the City hereby covenants to pay in each of the fiscal years shown on Exhibit B-1 attached hereto in respect to the Liquids Note, the principal of and interest on the Liquids Note as set forth in Exhibit B-1 attached hereto and incorporated herein by reference thereto.

Further, the City hereby covenants to pay in each of the fiscal years shown on Exhibit B-2 attached hereto in respect to the Solids Note, the principal of and interest on the Solids Note as set forth in Exhibit B-2 attached hereto and incorporated herein by reference thereto.

The Notes shall be executed in the name and under the corporate seal of the City by the Mayor and attested to by the City Clerk. Each of the Mayor and the City Clerk are hereby authorized and directed to deliver the Notes to PENNVEST, and receive payment therefor on behalf of the City. The Mayor and the City Clerk of the City are authorized and directed to prepare, verify and file the debt statement required by Section 8110 of the Act and to take other necessary action, including filing any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt.

. Wells Fargo Bank, National Association, or such other bank or bank and trust company authorized to do business in the Commonwealth, as may be selected by the Mayor upon delivery of the Notes in accordance with this Ordinance (any such paying agent

selected in accordance with this Section 7 being hereinafter referred to as the “Paying Agent”) is hereby designated as the Sinking Fund Depository for the obligation herein authorized, and there is hereby created and established a Sinking Fund, to be known as “City of Reading Sinking Fund 2015 Guaranteed Revenue Notes” for the payment of the principal and interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The City shall deposit into the Sinking Fund, which shall be maintained until such obligation is paid in full, sufficient amounts for payment of principal and interest on the Notes no later than the date upon which such payments shall become due. PENNVEST shall, as and when said payments are due, without further action by the City, withdraw available monies in the Sinking Fund and apply said monies to payment of principal and interest on the Notes.

The Mayor and the City Clerk of the City are hereby authorized to contract with the Paying Agent for its services as Sinking Fund Depository for the Notes and paying agent for the same.

In compliance with Section 8161 of the Act, the Council of this City has determined that a private sale by negotiation rather than public sale is in the best financial interest of the City. Therefore, the Notes in the amount not to exceed \$121,800,519, herein authorized to be issued and sold are hereby awarded and sold to PENNVEST in accordance with its proposal to purchase the Notes at par; provided each Note is dated the delivery thereof to PENNVEST and is in the form set forth in this Ordinance as Exhibit A-1 or Exhibit A-2, as applicable; and further provided that the proceedings have been approved by the Department of Community and Economic Development if such approval is required under the provisions of the Act, and subject to such further terms and conditions set forth in (i) the PENNVEST Funding Offer attached hereto as Exhibit C-1 with respect to the Liquids Note and made a part hereof by reference and (2) the PENNVEST Funding Offer attached hereto as Exhibit C-2 with respect to the Solids Note and made a part hereof by reference.

The action of the proper officers and the advertising of a summary of this Ordinance as required by law in *The Reading Eagle*, a newspaper of general circulation, is ratified and confirmed. The advertisement in said paper of the enactment of the ordinance is hereby directed within fifteen (15) days following the day of final enactment.

All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

DULY ENACTED, THIS 26TH DAY OF OCTOBER, 2015, BY THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

Attest:

CITY OF READING

Berks County, Pennsylvania

By: _____

Linda A. Kelleher CMC, City Clerk

Jeffrey S. Waltman, Sr., President of Council

(SEAL)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT A-1
FORM OF NOTE (LIQUIDS)

UNITED STATES OF AMERICA

COMMONWEALTH OF PENNSYLVANIA

Reading City

LOAN NUMBER 71419

\$84,586,034.00

Harrisburg, PA

03/08/2016

FOR VALUE RECEIVED, Reading City, an entity organized and existing under the laws of the Commonwealth of Pennsylvania or authorized to do business in the Commonwealth of Pennsylvania, with an office at [%FINANCIAL DISBURSEMENT ADDRESS%] (“Maker”), is authorized to issue this Debt Obligation and promises to pay to the Pennsylvania Infrastructure Investment Authority, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at 22 South Third Street, Harrisburg, Pennsylvania (“Payee”), at such office of Payee or at such other office of Payee or such other place as Payee may designate from time to time in writing, the principal sum of the portion of the Debt Obligation that has been advanced by Payee to or for the benefit of Maker pursuant to the Funding Agreement, in lawful money of the United States of America, together with interest thereon from the date hereof at the rates herein provided, and both payable as hereinafter provided.

A. DEFINITIONS

The terms used herein shall have the meanings given to them under the Funding Agreement by and between Maker and Payee of even date herewith with respect to the loan number set forth above. The

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following additional words and phrases shall have the meanings given to them in this section when used in this Debt Obligation:

“COMPTROLLER” shall mean the Pennsylvania Public Protection and Recreation Comptroller’s Office, which serves as the assigned comptroller for the Payee.

“PROPOSED AMORTIZATION SCHEDULE” shall mean the proposed schedule of principal and interest payments provided to the Maker by the Payee on the date hereof, attached hereto as Exhibit A, which schedule assumes the full amount of the Debt Obligation will be used by Maker to complete the Project in accordance with the schedule set forth in the Project Management Plan, attached as Exhibit E to the Funding Agreement.

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“REVISED AMORTIZATION SCHEDULE” shall mean the final schedule of principal and interest payments, provided to the Maker by the Comptroller upon completion of construction of the Project, as defined under Paragraph D.1. of the Funding Agreement, including adjustments to the principal amount necessary to complete the Project and the timeline for completion.

“SCHEDULED AMORTIZATION DATE” shall mean the date set forth in the Project Management Plan, attached as Exhibit E to the Funding Agreement, as the scheduled date to complete the project and initiate principal and interest payments.

B. INTEREST ONLY PERIOD

The Maker is obligated to pay interest only payments on the debt proceeds drawn down on the first day of the month following a loan advance at the approved loan interest rate established for Years 1-5 on the Project Specific Terms, attached as Exhibit A to the Funding Agreement, until the earlier of: a) the calendar month preceding the Scheduled Amortization Date, or b) the calendar month during which all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement have been completed. In no event shall the date extend beyond the Scheduled Amortization Date without the express written consent of the Payee.

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C. PAYMENTS OF PRINCIPAL AND INTEREST

On the earlier of: a) the Scheduled Amortization Date, or b) the first day of the first calendar month following the completion of all actions required to complete construction of the Project, as defined under Paragraph D.1. of the Funding Agreement, the Maker shall make payments of principal and interest as follows:

If the Maker has completed all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement prior to the Scheduled Amortization Date, the unpaid principal sum then outstanding and all accrued and unpaid interest shall be payable in consecutive monthly installments on the first day of each month commencing with the first calendar month following completion of the Project, as defined under Paragraph D.1. of the Funding Agreement, over the amortization period and at the approved loan interest rates set forth in the Project Specific Terms, set forth in Exhibit A to the Funding Agreement, in accordance with the Revised Amortization Schedule to be provided by the Comptroller to the Maker.

If the Maker has not completed all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement prior to the Scheduled Amortization Date, Maker shall make payments of principal and interest commencing on the Scheduled Amortization Date in accordance with the Proposed Amortization Schedule. Maker will pay interest only on the unpaid principal sum of the loan then outstanding. Any additional payment made in accordance with the Proposed Amortization Schedule will be applied to the principal balance of the loan. Once the Maker

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has completed all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement, a Revised Amortization Schedule will be provided to the Maker by the Comptroller, if necessary.

D. TERM OF REPAYMENT

The repayment of principal and interest shall continue in accordance with the Proposed Amortization

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Schedule, or Revised Amortization Schedule, as may be applicable, at the approved loan interest rates and term set forth in the Project Specific Terms, attached as Exhibit A to the Funding Agreement.

Any unpaid principal sum outstanding and any accrued and unpaid interest at the conclusion of the Proposed Amortization Schedule, or Revised Amortization Schedule, as may be applicable, shall become immediately due and payable to Payee.

E. PREPAYMENTS

Maker may not prepay at any time all or any portion of the unpaid principal sum hereunder without first obtaining the prior written consent of the Payee, which shall not be unreasonably withheld or delayed. The Maker shall submit a letter of intent to prepay to Payee no later than fifteen (15) days prior to the first day of the month Maker intends to prepay. If the Payee consents to the Maker's prepayment, the Maker may prepay, on the date that is mutually agreed upon by both the Payee and Maker, all or any portion of the unpaid principal sum hereunder without penalty or premium; provided, however, that:

1. Any prepayment (whether voluntary or involuntary) shall be applied first to any accrued and unpaid interest hereunder up to the date of such prepayment, then to any other sums which may be payable to Payee under the Funding Documents up to the date of such prepayment and then to the principal sum hereunder;
2. Any such prepayment shall be applied to installments due hereunder in the inverse order of their maturity; and
3. The acceptance of any such prepayment when there is an event of default in existence hereunder shall not constitute a waiver, release or accord and satisfaction thereof or of any rights of Payee with respect thereto.

F. COLLATERAL

This Debt Obligation, and the due performance by Maker of all of its obligations hereunder, is secured by the Project Collateral, and any documents necessary to provide for the same. It hereby is

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certified that:

1. All acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Debt Obligation, or in creation of the debt of which this is

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evidence, or in the provision of the Project Collateral provided to secure the Debt Obligation have been done, have happened or have been performed in due and regular form and manner, as required by law; and

2. The debt represented by this Debt Obligation, together with any other indebtedness of the Maker is not in excess of any limitation imposed by law or agreement upon the incurring of debt by the Maker.

G. LATE CHARGE

In the event that any payment of principal or interest due to Payee hereunder shall not be paid when due and shall remain unpaid in excess of thirty (30) days after the due date, in addition to and not in limitation of any other rights or remedies which Payee may have in respect thereof under any of the Funding Documents, including but not limited to Payee's rights in and to the Project Collateral, Maker shall pay Payee on demand a late charge computed at the rate of four cents (\$.04) for each dollar (or part thereof) of the amount not paid, to cover the extra expense and inconvenience to Payee in ensuring payment of such delinquent amount. The amount of any such late charge not paid promptly following demand therefor shall be deemed outstanding and payable pursuant to this Debt Obligation.

H. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an event of default hereunder, provided that the default has not been cured within the applicable cure periods set forth in the Funding Agreement:

1. Maker shall fail to make any payment of principal and/or interest due to Payee under this Debt Obligation or under any of the Funding Documents when the same shall become due and payable, whether

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at maturity, by acceleration or otherwise; or

2. Any event of default shall occur under the terms of any of the Funding Documents.

I. REMEDIES

1. Upon the occurrence of an event of default hereunder, the entire unpaid principal sum hereof, plus all interest accrued thereon, plus all other sums due and payable to Payee under the Funding Documents shall, at the option of Payee, become due and payable immediately upon written request.

2.

No right or remedy conferred upon or reserved to Payee under any of the Funding Documents, or with respect to any Project Collateral, or now or hereafter existing at law or in equity or by statute or other legislative enactment, is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and concurrent, and shall be in addition to every

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other such right or remedy, and may be pursued singly, concurrently, successively or otherwise, at the sole discretion of Payee, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor shall occur. No act of Payee shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of Payee shall be separate, distinct and cumulative and none shall be given effect to the exclusion of any other. The failure to exercise or delay in exercising any such right or remedy, or the failure to insist upon strict performance of any term of any of the Funding Documents, shall not be construed as a waiver or release of the same or of any event of default thereunder, or of any obligation or liability of Maker thereunder.

3. The recovery of any judgment by Payee and/or the levy of execution under any judgment upon any Project Collateral shall not affect in any manner or to any extent the pledge of the System Revenues, to the extent the Project Collateral includes a lien on the System Revenues, as set forth in the Project Specific Terms, attached as Exhibit A to the Funding Agreement, or any security interest

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under the Funding Documents in any Project Collateral, or any rights, remedies or powers of Payee under any of the Funding Documents or with respect to any Project Collateral, but such pledge and such security interest, and such rights, remedies and power of Payee shall continue unimpaired as before. Further, the exercise by Payee of its rights and remedies and the entry of any judgment by Payee shall not affect in any way the interest rate payable hereunder or under any of the other Funding Documents on any amounts due to Payee but interest shall continue to accrue on such amounts at the rate specified herein or in such Funding Document.

4. Maker hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, and any and all other notices in connection with any default in the payment of, or any enforcement of the payment of, all amounts due under the Funding Documents, except for notices of defaults and opportunities to cure expressly provided for in this Debt Obligation or the Funding Documents. To the extent permitted by law, Maker waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. Maker further waives and releases all procedural errors, defects and imperfections in any proceedings instituted by Payee under the terms of any Funding Document or with respect to any Project Collateral.

5. Maker agrees that Payee may release, compromise, forbear with respect to, waive, suspend, extend or renew any of the terms of the Funding Documents and Maker hereby waives any notice of any of the foregoing, and that the Funding Documents may be amended, supplemented or modified by Payee and the Maker and that Payee may resort to any Project Collateral in such order and manner as it may think fit, or accept the assignment, substitution, exchange or pledge of any other Project Collateral in place of, or releases for such consideration, or none, as it may require, all or any portion of any Project Collateral, without in any way affecting the validity of any lien or other security interest in the remainder of any such Project Collateral (or the priority thereof or the position of any subordinate holder of any security interest with respect thereto); and any action taken by Payee pursuant to the foregoing shall in no way be construed as a waiver or release of any right or remedy

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of Payee, or of any event of default, or of any liability or obligation of Maker, under any of the Funding Documents.

J. COSTS AND EXPENSES

Following the occurrence of any event of default, Maker shall pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants and other advisors employed by Payee and to any contractors for labor and materials), incurred by Payee in the exercise of any of its rights, remedies or powers under any of the Funding Documents with respect to any Project Collateral as a result of such event of default, and any amount thereof not paid on the first business day following demand therefor shall be added to the principal sum hereunder and shall bear interest at the rate then applicable. Nothing in this paragraph shall limit the Maker's obligation to pay costs and expenses for which Maker is already liable under any other Funding Document.

K. TAXES

Maker shall pay the cost of any revenue, tax or other stamps now or hereafter required by the laws of the Commonwealth or the United States to be affixed to this Debt Obligation and if any taxes are imposed under the laws of the Commonwealth or the United States with respect to secured debts.

L. SEVERABILITY

In the event that for any reason one or more of the provisions of the Debt Obligation or the application of the same to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of the Debt Obligation, but the Debt Obligation shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

M. SUCCESSORS AND ASSIGNS

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The Debt Obligation inures to the benefit of Payee and binds Maker, and their respective successors and assigns, and the words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

N. NOTICES

All notices required or desired to be given to either of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to

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such party or sent by receipted mail via overnight courier, certified or registered mail, return receipt requested, or Electronic Postmark delivery through the United States Post Office to such party at its address set forth below:

Maker: [%BORROWER LEGAL ADDRESS%]

Authority: Pennsylvania Infrastructure Investment Authority

22 South Third Street

Harrisburg, Pennsylvania 17101

Attention: Executive Director

Such notice shall be deemed to be given when received if delivered personally or two (2) days after the date mailed if sent by certified or registered mail. Any notice of any change in such address shall also be given in the manner set forth above. Whenever notice is required, the party entitled to receive such notice may waive the requirement by notifying the party required to give the notice in writing.

O. DEFINITIONS, NUMBER AND GENDER

In the event Maker consists of more than one person or entity, the obligations and liabilities hereunder of each of such persons and entities shall be joint and several and the word "Maker" shall mean all, some or any of them. For purposes of this Debt Obligation, the singular shall be deemed to include the plural and the neuter shall be deemed to include the

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masculine and feminine, as the context may require. The references herein to the Funding Documents or any one of them shall include any supplements to or any amendments of or restatements of such Funding Documents or any one of them.

P. INCORPORATION BY REFERENCE

All of the terms and provisions of the Funding Documents, to the extent not inconsistent herewith, are incorporated herein by reference.

Q. CAPTIONS

The captions or heading of the sections in the Debt Obligation are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Debt Obligation.

R. GOVERNING LAW

This Debt Obligation shall be governed by and construed in accordance with the laws of the Commonwealth.

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EXHIBIT A-2
FORM OF NOTE (SOLIDS)

UNITED STATES OF AMERICA

COMMONWEALTH OF PENNSYLVANIA

Reading City

LOAN NUMBER 71420

\$37,214,485.00

Harrisburg, PA

03/08/2016

FOR VALUE RECEIVED, Reading City, an entity organized and existing under the laws of the Commonwealth of Pennsylvania or authorized to do business in the Commonwealth of Pennsylvania, with an office at [%FINANCIAL DISBURSEMENT ADDRESS%] (“Maker”), is authorized to issue this Debt Obligation and promises to pay to the Pennsylvania Infrastructure Investment Authority, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, with an office at 22 South Third Street, Harrisburg, Pennsylvania (“Payee”), at such office of Payee or at such other office of Payee or such other place as Payee may designate from time to time in writing, the principal sum of the portion of the Debt Obligation that has been advanced by Payee to or for the benefit of Maker pursuant to the Funding Agreement, in lawful money of the United States of America, together with interest thereon from the date hereof at the rates herein provided, and both payable as hereinafter provided.

A. DEFINITIONS

The terms used herein shall have the meanings given to them under the Funding Agreement by and between Maker and Payee of even date herewith with respect to the loan number set forth above. The

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following additional words and phrases shall have the meanings given to them in this section when used in this Debt Obligation:

“COMPTROLLER” shall mean the Pennsylvania Public Protection and Recreation Comptroller’s Office, which serves as the assigned comptroller for the Payee.

“PROPOSED AMORTIZATION SCHEDULE” shall mean the proposed schedule of principal and interest payments provided to the Maker by the Payee on the date hereof, attached hereto as Exhibit A, which schedule assumes the full amount of the Debt Obligation will be used by Maker to complete the Project in accordance with the schedule set forth in the Project Management Plan, attached as Exhibit E to the Funding Agreement.

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“REVISED AMORTIZATION SCHEDULE” shall mean the final schedule of principal and interest payments, provided to the Maker by the Comptroller upon completion of construction of the Project, as defined under Paragraph D.1. of the Funding Agreement, including adjustments to the principal amount necessary to complete the Project and the timeline for completion.

“SCHEDULED AMORTIZATION DATE” shall mean the date set forth in the Project Management Plan, attached as Exhibit E to the Funding Agreement, as the scheduled date to complete the project and initiate principal and interest payments.

B. INTEREST ONLY PERIOD

The Maker is obligated to pay interest only payments on the debt proceeds drawn down on the first day of the month following a loan advance at the approved loan interest rate established for Years 1-5 on the Project Specific Terms, attached as Exhibit A to the Funding Agreement, until the earlier of: a) the calendar month preceding the Scheduled Amortization Date, or b) the calendar month during which all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement have been completed. In no event shall the date extend beyond the Scheduled Amortization Date without the express written consent of the Payee.

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C. PAYMENTS OF PRINCIPAL AND INTEREST

On the earlier of: a) the Scheduled Amortization Date, or b) the first day of the first calendar month following the completion of all actions required to complete construction of the Project, as defined under Paragraph D.1. of the Funding Agreement, the Maker shall make payments of principal and interest as follows:

If the Maker has completed all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement prior to the Scheduled Amortization Date, the unpaid principal sum then outstanding and all accrued and unpaid interest shall be payable in consecutive monthly installments on the first day of each month commencing with the first calendar month following completion of the Project, as defined under Paragraph D.1. of the Funding Agreement, over the amortization period and at the approved loan interest rates set forth in the Project Specific Terms, set forth in Exhibit A to the Funding Agreement, in accordance with the Revised Amortization Schedule to be provided by the Comptroller to the Maker.

If the Maker has not completed all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement prior to the Scheduled Amortization Date, Maker shall make payments of principal and interest commencing on the Scheduled Amortization Date in accordance with the Proposed Amortization Schedule. Maker will pay interest only on the unpaid principal sum of the loan then outstanding. Any additional payment made in accordance with the Proposed Amortization Schedule will be applied to the principal balance of the loan. Once the Maker

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has completed all actions required to complete construction of the Project as defined under Paragraph D.1. of the Funding Agreement, a Revised Amortization Schedule will be provided to the Maker by the Comptroller, if necessary.

D. TERM OF REPAYMENT

The repayment of principal and interest shall continue in accordance with the Proposed Amortization

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Schedule, or Revised Amortization Schedule, as may be applicable, at the approved loan interest rates and term set forth in the Project Specific Terms, attached as Exhibit A to the Funding Agreement.

Any unpaid principal sum outstanding and any accrued and unpaid interest at the conclusion of the Proposed Amortization Schedule, or Revised Amortization Schedule, as may be applicable, shall become immediately due and payable to Payee.

E. PREPAYMENTS

Maker may not prepay at any time all or any portion of the unpaid principal sum hereunder without first obtaining the prior written consent of the Payee, which shall not be unreasonably withheld or delayed. The Maker shall submit a letter of intent to prepay to Payee no later than fifteen (15) days prior to the first day of the month Maker intends to prepay. If the Payee consents to the Maker's prepayment, the Maker may prepay, on the date that is mutually agreed upon by both the Payee and Maker, all or any portion of the unpaid principal sum hereunder without penalty or premium; provided, however, that:

1. Any prepayment (whether voluntary or involuntary) shall be applied first to any accrued and unpaid interest hereunder up to the date of such prepayment, then to any other sums which may be payable to Payee under the Funding Documents up to the date of such prepayment and then to the principal sum hereunder;
2. Any such prepayment shall be applied to installments due hereunder in the inverse order of their maturity; and
3. The acceptance of any such prepayment when there is an event of default in existence hereunder shall not constitute a waiver, release or accord and satisfaction thereof or of any rights of Payee with respect thereto.

F. COLLATERAL

This Debt Obligation, and the due performance by Maker of all of its obligations hereunder, is secured by the Project Collateral, and any documents necessary to provide for the same. It hereby is

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certified that:

1. All acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Debt Obligation, or in creation of the debt of which this is

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evidence, or in the provision of the Project Collateral provided to secure the Debt Obligation have been done, have happened or have been performed in due and regular form and manner, as required by law; and

2. The debt represented by this Debt Obligation, together with any other indebtedness of the Maker is not in excess of any limitation imposed by law or agreement upon the incurring of debt by the Maker.

G. LATE CHARGE

In the event that any payment of principal or interest due to Payee hereunder shall not be paid when due and shall remain unpaid in excess of thirty (30) days after the due date, in addition to and not in limitation of any other rights or remedies which Payee may have in respect thereof under any of the Funding Documents, including but not limited to Payee's rights in and to the Project Collateral, Maker shall pay Payee on demand a late charge computed at the rate of four cents (\$.04) for each dollar (or part thereof) of the amount not paid, to cover the extra expense and inconvenience to Payee in ensuring payment of such delinquent amount. The amount of any such late charge not paid promptly following demand therefor shall be deemed outstanding and payable pursuant to this Debt Obligation.

H. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an event of default hereunder, provided that the default has not been cured within the applicable cure periods set forth in the Funding Agreement:

1. Maker shall fail to make any payment of principal and/or interest due to Payee under this Debt Obligation or under any of the Funding Documents when the same shall become due and payable, whether

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at maturity, by acceleration or otherwise; or

2. Any event of default shall occur under the terms of any of the Funding Documents.

I. REMEDIES

1. Upon the occurrence of an event of default hereunder, the entire unpaid principal sum hereof, plus all interest accrued thereon, plus all other sums due and payable to Payee under the Funding Documents shall, at the option of Payee, become due and payable immediately upon written request.

2.

No right or remedy conferred upon or reserved to Payee under any of the Funding Documents, or with respect to any Project Collateral, or now or hereafter existing at law or in equity or by statute or other legislative enactment, is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and concurrent, and shall be in addition to every

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other such right or remedy, and may be pursued singly, concurrently, successively or otherwise, at the sole discretion of Payee, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefor shall occur. No act of Payee shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of Payee shall be separate, distinct and cumulative and none shall be given effect to the exclusion of any other. The failure to exercise or delay in exercising any such right or remedy, or the failure to insist upon strict performance of any term of any of the Funding Documents, shall not be construed as a waiver or release of the same or of any event of default thereunder, or of any obligation or liability of Maker thereunder.

3. The recovery of any judgment by Payee and/or the levy of execution under any judgment upon any Project Collateral shall not affect in any manner or to any extent the pledge of the System Revenues, to the extent the Project Collateral includes a lien on the System Revenues, as set forth in the Project Specific Terms, attached as Exhibit A to the Funding Agreement, or any security interest

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under the Funding Documents in any Project Collateral, or any rights, remedies or powers of Payee under any of the Funding Documents or with respect to any Project Collateral, but such pledge and such security interest, and such rights, remedies and power of Payee shall continue unimpaired as before. Further, the exercise by Payee of its rights and remedies and the entry of any judgment by Payee shall not affect in any way the interest rate payable hereunder or under any of the other Funding Documents on any amounts due to Payee but interest shall continue to accrue on such amounts at the rate specified herein or in such Funding Document.

4. Maker hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor, and any and all other notices in connection with any default in the payment of, or any enforcement of the payment of, all amounts due under the Funding Documents, except for notices of defaults and opportunities to cure expressly provided for in this Debt Obligation or the Funding Documents. To the extent permitted by law, Maker waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. Maker further waives and releases all procedural errors, defects and imperfections in any proceedings instituted by Payee under the terms of any Funding Document or with respect to any Project Collateral.

5. Maker agrees that Payee may release, compromise, forbear with respect to, waive, suspend, extend or renew any of the terms of the Funding Documents and Maker hereby waives any notice of any of the foregoing, and that the Funding Documents may be amended, supplemented or modified by Payee and the Maker and that Payee may resort to any Project Collateral in such order and manner as it may think fit, or accept the assignment, substitution, exchange or pledge of any other Project Collateral in place of, or releases for such consideration, or none, as it may require, all or any portion of any Project Collateral, without in any way affecting the validity of any lien or other security interest in the remainder of any such Project Collateral (or the priority thereof or the position of any subordinate holder of any security interest with respect thereto); and any action taken by Payee pursuant to the foregoing shall in no way be construed as a waiver or release of any right or remedy

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of Payee, or of any event of default, or of any liability or obligation of Maker, under any of the Funding Documents.

J. COSTS AND EXPENSES

Following the occurrence of any event of default, Maker shall pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants and other advisors employed by Payee and to any contractors for labor and materials), incurred by Payee in the exercise of any of its rights, remedies or powers under any of the Funding Documents with respect to any Project Collateral as a result of such event of default, and any amount thereof not paid on the first business day following demand therefor shall be added to the principal sum hereunder and shall bear interest at the rate then applicable. Nothing in this paragraph shall limit the Maker's obligation to pay costs and expenses for which Maker is already liable under any other Funding Document.

K. TAXES

Maker shall pay the cost of any revenue, tax or other stamps now or hereafter required by the laws of the Commonwealth or the United States to be affixed to this Debt Obligation and if any taxes are imposed under the laws of the Commonwealth or the United States with respect to secured debts.

L. SEVERABILITY

In the event that for any reason one or more of the provisions of the Debt Obligation or the application of the same to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of the Debt Obligation, but the Debt Obligation shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

M. SUCCESSORS AND ASSIGNS

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The Debt Obligation inures to the benefit of Payee and binds Maker, and their respective successors and assigns, and the words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

N. NOTICES

All notices required or desired to be given to either of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to

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such party or sent by receipted mail via overnight courier, certified or registered mail, return receipt requested, or Electronic Postmark delivery through the United States Post Office to such party at its address set forth below:

Maker: [%BORROWER LEGAL ADDRESS%]

Authority: Pennsylvania Infrastructure Investment Authority

22 South Third Street

Harrisburg, Pennsylvania 17101

Attention: Executive Director

Such notice shall be deemed to be given when received if delivered personally or two (2) days after the date mailed if sent by certified or registered mail. Any notice of any change in such address shall also be given in the manner set forth above. Whenever notice is required, the party entitled to receive such notice may waive the requirement by notifying the party required to give the notice in writing.

O. DEFINITIONS, NUMBER AND GENDER

In the event Maker consists of more than one person or entity, the obligations and liabilities hereunder of each of such persons and entities shall be joint and several and the word "Maker" shall mean all, some or any of them. For purposes of this Debt Obligation, the singular shall be deemed to include the plural and the neuter shall be deemed to include the

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masculine and feminine, as the context may require. The references herein to the Funding Documents or any one of them shall include any supplements to or any amendments of or restatements of such Funding Documents or any one of them.

P. INCORPORATION BY REFERENCE

All of the terms and provisions of the Funding Documents, to the extent not inconsistent herewith, are incorporated herein by reference.

Q. CAPTIONS

The captions or heading of the sections in the Debt Obligation are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Debt Obligation.

R. GOVERNING LAW

This Debt Obligation shall be governed by and construed in accordance with the laws of the Commonwealth.

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EXHIBIT B-1

AMORTIZATION SCHEDULE (LIQUIDS)

Reading City - Fritz Island WWTP Liquids Treatment Facilities Upgrade (S)

Project Id: 06144041502-CS Loan No.: 71419 Status: Loan Closing

Company: Reading City

Legal Entity: Reading City

Business Partner No.:

Project Specialist: Tesra Schlupp

Board Approval Date: 04/22/2015

AMORTIZATION SCHEDULE

Click on the Calculate button to build an estimated amortization schedule for any debt obligation or guaranty agreement associated with your project.

Values

Principal Amount:

Years 1-5 Interest Rate: %

Years 5+ Interest Rate: %

Term of Loan: months

Payment Number	Monthly Payment	Principal Paid	Principal Remaining	Interest Rate	Interest Paid	Cumulative Interest Paid
1	\$389,006.35	\$318,517.99	\$84,267,516.01	1.000%	\$70,488.36	\$70,488.36
2	\$389,006.35	\$318,783.42	\$83,948,732.58	1.000%	\$70,222.93	\$140,711.29
3	\$389,006.35	\$319,049.08	\$83,629,683.50	1.000%	\$69,957.28	\$210,668.57
4	\$389,006.35	\$319,314.95	\$83,310,368.55	1.000%	\$69,691.40	\$280,359.97
5	\$389,006.35	\$319,581.05	\$82,990,787.50	1.000%	\$69,425.31	\$349,785.28
6	\$389,006.35	\$319,847.37	\$82,670,940.14	1.000%	\$69,158.99	\$418,944.27
7	\$389,006.35	\$320,113.90	\$82,350,826.23	1.000%	\$68,892.45	\$487,836.72
8	\$389,006.35	\$320,380.67	\$82,030,445.57	1.000%	\$68,625.69	\$556,462.41
9	\$389,006.35	\$320,647.65	\$81,709,797.92	1.000%	\$68,358.70	\$624,821.11
10	\$389,006.35	\$320,914.86	\$81,388,883.06	1.000%	\$68,091.50	\$692,912.61
11	\$389,006.35	\$321,182.29	\$81,067,700.78	1.000%	\$67,824.07	\$760,736.68
12	\$389,006.35	\$321,449.94	\$80,746,250.84	1.000%	\$67,556.42	\$828,293.10
13	\$389,006.35	\$321,717.81	\$80,424,533.03	1.000%	\$67,288.54	\$895,581.64
14	\$389,006.35	\$321,985.91	\$80,102,547.12	1.000%	\$67,020.44	\$962,602.08
15	\$389,006.35	\$322,254.23	\$79,780,292.88	1.000%	\$66,752.12	\$1,029,354.21
16	\$389,006.35	\$322,522.78	\$79,457,770.11	1.000%	\$66,483.58	\$1,095,837.78
17	\$389,006.35	\$322,791.55	\$79,134,978.56	1.000%	\$66,214.81	\$1,162,052.59
18	\$389,006.35	\$323,060.54	\$78,811,918.02	1.000%	\$65,945.82	\$1,227,998.41
19	\$389,006.35	\$323,329.76	\$78,488,588.26	1.000%	\$65,676.60	\$1,293,675.01
20	\$389,006.35	\$323,599.20	\$78,164,989.07	1.000%	\$65,407.16	\$1,359,082.16
21	\$389,006.35	\$323,868.86	\$77,841,120.20	1.000%	\$65,137.49	\$1,424,219.65
22	\$389,006.35	\$324,138.75	\$77,516,981.45	1.000%	\$64,867.60	\$1,489,087.25
23	\$389,006.35	\$324,408.87	\$77,192,572.58	1.000%	\$64,597.48	\$1,553,684.74
24	\$389,006.35	\$324,679.21	\$76,867,893.37	1.000%	\$64,327.14	\$1,618,011.88
25	\$389,006.35	\$324,949.78	\$76,542,943.59	1.000%	\$64,056.58	\$1,682,068.46
26	\$389,006.35	\$325,220.57	\$76,217,723.02	1.000%	\$63,785.79	\$1,745,854.25
27	\$389,006.35	\$325,491.59	\$75,892,231.43	1.000%	\$63,514.77	\$1,809,369.01
28	\$389,006.35	\$325,762.83	\$75,566,468.61	1.000%	\$63,243.53	\$1,872,612.54
29	\$389,006.35	\$326,034.30	\$75,240,434.31	1.000%	\$62,972.06	\$1,935,584.60
30	\$389,006.35	\$326,305.99	\$74,914,128.31	1.000%	\$62,700.36	\$1,998,284.96
31	\$389,006.35	\$326,577.91	\$74,587,550.40	1.000%	\$62,428.44	\$2,060,713.40
32	\$389,006.35	\$326,850.06	\$74,260,700.34	1.000%	\$62,156.29	\$2,122,869.69
33	\$389,006.35	\$327,122.44	\$73,933,577.90	1.000%	\$61,883.92	\$2,184,753.61
34	\$389,006.35	\$327,395.04	\$73,606,182.86	1.000%	\$61,611.31	\$2,246,364.92
35	\$389,006.35	\$327,667.87	\$73,278,514.99	1.000%	\$61,338.49	\$2,307,703.41
36	\$389,006.35	\$327,940.93	\$72,950,574.06	1.000%	\$61,065.43	\$2,368,768.84
37	\$389,006.35	\$328,214.21	\$72,622,359.86	1.000%	\$60,792.15	\$2,429,560.98
38	\$389,006.35	\$328,487.72	\$72,293,872.13	1.000%	\$60,518.63	\$2,490,079.62

39	\$389,006.35	\$328,761.46	\$71,965,110.67	1.000%	\$60,244.89	\$2,550,324.51
40	\$389,006.35	\$329,035.43	\$71,636,075.24	1.000%	\$59,970.93	\$2,610,295.44
41	\$389,006.35	\$329,309.63	\$71,306,765.62	1.000%	\$59,696.73	\$2,669,992.17
42	\$389,006.35	\$329,584.05	\$70,977,181.57	1.000%	\$59,422.30	\$2,729,414.47
43	\$389,006.35	\$329,858.70	\$70,647,322.86	1.000%	\$59,147.65	\$2,788,562.12
44	\$389,006.35	\$330,133.59	\$70,317,189.28	1.000%	\$58,872.77	\$2,847,434.89
45	\$389,006.35	\$330,408.70	\$69,986,780.58	1.000%	\$58,597.66	\$2,906,032.55
46	\$389,006.35	\$330,684.04	\$69,656,096.54	1.000%	\$58,322.32	\$2,964,354.87
47	\$389,006.35	\$330,959.61	\$69,325,136.94	1.000%	\$58,046.75	\$3,022,401.61
48	\$389,006.35	\$331,235.41	\$68,993,901.53	1.000%	\$57,770.95	\$3,080,172.56
49	\$389,006.35	\$331,511.44	\$68,662,390.09	1.000%	\$57,494.92	\$3,137,667.48
50	\$389,006.35	\$331,787.70	\$68,330,602.39	1.000%	\$57,218.66	\$3,194,886.14
51	\$389,006.35	\$332,064.19	\$67,998,538.21	1.000%	\$56,942.17	\$3,251,828.31
52	\$389,006.35	\$332,340.91	\$67,666,197.30	1.000%	\$56,665.45	\$3,308,493.75
53	\$389,006.35	\$332,617.86	\$67,333,579.44	1.000%	\$56,388.50	\$3,364,882.25
54	\$389,006.35	\$332,895.04	\$67,000,684.41	1.000%	\$56,111.32	\$3,420,993.57
55	\$389,006.35	\$333,172.45	\$66,667,511.96	1.000%	\$55,833.90	\$3,476,827.47
56	\$389,006.35	\$333,450.09	\$66,334,061.86	1.000%	\$55,556.26	\$3,532,383.73
57	\$389,006.35	\$333,727.97	\$66,000,333.89	1.000%	\$55,278.38	\$3,587,662.12
58	\$389,006.35	\$334,006.08	\$65,666,327.81	1.000%	\$55,000.28	\$3,642,662.39
59	\$389,006.35	\$334,284.42	\$65,332,043.40	1.000%	\$54,721.94	\$3,697,384.33
60	\$389,006.35	\$334,562.99	\$64,997,480.41	1.000%	\$54,443.37	\$3,751,827.70
61	\$389,006.35	\$334,841.79	\$64,662,638.63	1.000%	\$54,164.57	\$3,805,992.27
62	\$389,006.35	\$335,120.82	\$64,327,517.80	1.000%	\$53,885.53	\$3,859,877.80
63	\$389,006.35	\$335,400.09	\$63,992,117.71	1.000%	\$53,606.26	\$3,913,484.07
64	\$389,006.35	\$335,679.59	\$63,656,438.12	1.000%	\$53,326.76	\$3,966,810.83
65	\$389,006.35	\$335,959.32	\$63,320,478.80	1.000%	\$53,047.03	\$4,019,857.86
66	\$389,006.35	\$336,239.29	\$62,984,239.51	1.000%	\$52,767.07	\$4,072,624.93
67	\$389,006.35	\$336,519.49	\$62,647,720.02	1.000%	\$52,486.87	\$4,125,111.80
68	\$389,006.35	\$336,799.92	\$62,310,920.10	1.000%	\$52,206.43	\$4,177,318.23
69	\$389,006.35	\$337,080.59	\$61,973,839.51	1.000%	\$51,925.77	\$4,229,244.00
70	\$389,006.35	\$337,361.49	\$61,636,478.02	1.000%	\$51,644.87	\$4,280,888.86
71	\$389,006.35	\$337,642.62	\$61,298,835.40	1.000%	\$51,363.73	\$4,332,252.59
72	\$389,006.35	\$337,923.99	\$60,960,911.41	1.000%	\$51,082.36	\$4,383,334.96
73	\$389,006.35	\$338,205.60	\$60,622,705.81	1.000%	\$50,800.76	\$4,434,135.72
74	\$389,006.35	\$338,487.43	\$60,284,218.38	1.000%	\$50,518.92	\$4,484,654.64
75	\$389,006.35	\$338,769.51	\$59,945,448.87	1.000%	\$50,236.85	\$4,534,891.49
76	\$389,006.35	\$339,051.81	\$59,606,397.06	1.000%	\$49,954.54	\$4,584,846.03
77	\$389,006.35	\$339,334.36	\$59,267,062.70	1.000%	\$49,672.00	\$4,634,518.03
78	\$389,006.35	\$339,617.14	\$58,927,445.57	1.000%	\$49,389.22	\$4,683,907.24
79	\$389,006.35	\$339,900.15	\$58,587,545.42	1.000%	\$49,106.20	\$4,733,013.45
80	\$389,006.35	\$340,183.40	\$58,247,362.02	1.000%	\$48,822.95	\$4,781,836.40
81	\$389,006.35	\$340,466.89	\$57,906,895.13	1.000%	\$48,539.47	\$4,830,375.87
82	\$389,006.35	\$340,750.61	\$57,566,144.52	1.000%	\$48,255.75	\$4,878,631.62
83	\$389,006.35	\$341,034.57	\$57,225,109.95	1.000%	\$47,971.79	\$4,926,603.40
84	\$389,006.35	\$341,318.76	\$56,883,791.19	1.000%	\$47,687.59	\$4,974,291.00
85	\$389,006.35	\$341,603.20	\$56,542,187.99	1.000%	\$47,403.16	\$5,021,694.16
86	\$389,006.35	\$341,887.86	\$56,200,300.13	1.000%	\$47,118.49	\$5,068,812.65
87	\$389,006.35	\$342,172.77	\$55,858,127.36	1.000%	\$46,833.58	\$5,115,646.23
88	\$389,006.35	\$342,457.92	\$55,515,669.44	1.000%	\$46,548.44	\$5,162,194.67
89	\$389,006.35	\$342,743.30	\$55,172,926.15	1.000%	\$46,263.06	\$5,208,457.73
90	\$389,006.35	\$343,028.92	\$54,829,897.23	1.000%	\$45,977.44	\$5,254,435.16
91	\$389,006.35	\$343,314.77	\$54,486,582.46	1.000%	\$45,691.58	\$5,300,126.75
92	\$389,006.35	\$343,600.87	\$54,142,981.59	1.000%	\$45,405.49	\$5,345,532.23
93	\$389,006.35	\$343,887.20	\$53,799,094.38	1.000%	\$45,119.15	\$5,390,651.38
94	\$389,006.35	\$344,173.78	\$53,454,920.61	1.000%	\$44,832.58	\$5,435,483.96
95	\$389,006.35	\$344,460.59	\$53,110,460.02	1.000%	\$44,545.77	\$5,480,029.73
96	\$389,006.35	\$344,747.64	\$52,765,712.38	1.000%	\$44,258.72	\$5,524,288.45
97	\$389,006.35	\$345,034.93	\$52,420,677.45	1.000%	\$43,971.43	\$5,568,259.87
98	\$389,006.35	\$345,322.46	\$52,075,355.00	1.000%	\$43,683.90	\$5,611,943.77
99	\$389,006.35	\$345,610.23	\$51,729,744.77	1.000%	\$43,396.13	\$5,655,339.90
100	\$389,006.35	\$345,898.23	\$51,383,846.54	1.000%	\$43,108.12	\$5,698,448.02
101	\$389,006.35	\$346,186.48	\$51,037,660.05	1.000%	\$42,819.87	\$5,741,267.89
102	\$389,006.35	\$346,474.97	\$50,691,185.08	1.000%	\$42,531.38	\$5,783,799.28
103	\$389,006.35	\$346,763.70	\$50,344,421.38	1.000%	\$42,242.65	\$5,826,041.93
104	\$389,006.35	\$347,052.67	\$49,997,368.71	1.000%	\$41,953.68	\$5,867,995.61
105	\$389,006.35	\$347,341.88	\$49,650,026.83	1.000%	\$41,664.47	\$5,909,660.09
106	\$389,006.35	\$347,631.33	\$49,302,395.50	1.000%	\$41,375.02	\$5,951,035.11
107	\$389,006.35	\$347,921.03	\$48,954,474.47	1.000%	\$41,085.33	\$5,992,120.44
108	\$389,006.35	\$348,210.96	\$48,606,263.51	1.000%	\$40,795.40	\$6,032,915.84
109	\$389,006.35	\$348,501.14	\$48,257,762.38	1.000%	\$40,505.22	\$6,073,421.06
110	\$389,006.35	\$348,791.55	\$47,908,970.82	1.000%	\$40,214.80	\$6,113,635.86
111	\$389,006.35	\$349,082.21	\$47,559,888.61	1.000%	\$39,924.14	\$6,153,560.00
112	\$389,006.35	\$349,373.11	\$47,210,515.50	1.000%	\$39,633.24	\$6,193,193.24
113	\$389,006.35	\$349,664.26	\$46,860,851.24	1.000%	\$39,342.10	\$6,232,535.34
114	\$389,006.35	\$349,955.65	\$46,510,895.59	1.000%	\$39,050.71	\$6,271,586.05
115	\$389,006.35	\$350,247.28	\$46,160,648.32	1.000%	\$38,759.08	\$6,310,345.13
116	\$389,006.35	\$350,539.15	\$45,810,109.17	1.000%	\$38,467.21	\$6,348,812.33

117	\$389,006.35	\$350,831.26	\$45,459,277.91	1.000%	\$38,175.09	\$6,386,987.42
118	\$389,006.35	\$351,123.62	\$45,108,154.28	1.000%	\$37,882.73	\$6,424,870.15
119	\$389,006.35	\$351,416.23	\$44,756,738.06	1.000%	\$37,590.13	\$6,462,460.28
120	\$389,006.35	\$351,709.07	\$44,405,028.98	1.000%	\$37,297.28	\$6,499,757.57
121	\$389,006.35	\$352,002.16	\$44,053,026.82	1.000%	\$37,004.19	\$6,536,761.76
122	\$389,006.35	\$352,295.50	\$43,700,731.32	1.000%	\$36,710.86	\$6,573,472.61
123	\$389,006.35	\$352,589.08	\$43,348,142.24	1.000%	\$36,417.28	\$6,609,889.89
124	\$389,006.35	\$352,882.90	\$42,995,259.34	1.000%	\$36,123.45	\$6,646,013.34
125	\$389,006.35	\$353,176.97	\$42,642,082.37	1.000%	\$35,829.38	\$6,681,842.72
126	\$389,006.35	\$353,471.29	\$42,288,611.08	1.000%	\$35,535.07	\$6,717,377.79
127	\$389,006.35	\$353,765.85	\$41,934,845.23	1.000%	\$35,240.51	\$6,752,618.30
128	\$389,006.35	\$354,060.65	\$41,580,784.58	1.000%	\$34,945.70	\$6,787,564.00
129	\$389,006.35	\$354,355.70	\$41,226,428.88	1.000%	\$34,650.65	\$6,822,214.66
130	\$389,006.35	\$354,651.00	\$40,871,777.89	1.000%	\$34,355.36	\$6,856,570.02
131	\$389,006.35	\$354,946.54	\$40,516,831.35	1.000%	\$34,059.81	\$6,890,629.83
132	\$389,006.35	\$355,242.33	\$40,161,589.02	1.000%	\$33,764.03	\$6,924,393.86
133	\$389,006.35	\$355,538.36	\$39,806,050.65	1.000%	\$33,467.99	\$6,957,861.85
134	\$389,006.35	\$355,834.65	\$39,450,216.01	1.000%	\$33,171.71	\$6,991,033.56
135	\$389,006.35	\$356,131.17	\$39,094,084.83	1.000%	\$32,875.18	\$7,023,908.74
136	\$389,006.35	\$356,427.95	\$38,737,656.88	1.000%	\$32,578.40	\$7,056,487.14
137	\$389,006.35	\$356,724.97	\$38,380,931.91	1.000%	\$32,281.38	\$7,088,768.52
138	\$389,006.35	\$357,022.24	\$38,023,909.66	1.000%	\$31,984.11	\$7,120,752.63
139	\$389,006.35	\$357,319.76	\$37,666,589.90	1.000%	\$31,686.59	\$7,152,439.22
140	\$389,006.35	\$357,617.53	\$37,308,972.37	1.000%	\$31,388.82	\$7,183,828.05
141	\$389,006.35	\$357,915.54	\$36,951,056.82	1.000%	\$31,090.81	\$7,214,918.86
142	\$389,006.35	\$358,213.81	\$36,592,843.02	1.000%	\$30,792.55	\$7,245,711.41
143	\$389,006.35	\$358,512.32	\$36,234,330.70	1.000%	\$30,494.04	\$7,276,205.44
144	\$389,006.35	\$358,811.08	\$35,875,519.62	1.000%	\$30,195.28	\$7,306,400.72
145	\$389,006.35	\$359,110.09	\$35,516,409.53	1.000%	\$29,896.27	\$7,336,296.98
146	\$389,006.35	\$359,409.35	\$35,157,000.18	1.000%	\$29,597.01	\$7,365,893.99
147	\$389,006.35	\$359,708.85	\$34,797,291.33	1.000%	\$29,297.50	\$7,395,191.49
148	\$389,006.35	\$360,008.61	\$34,437,282.72	1.000%	\$28,997.74	\$7,424,189.23
149	\$389,006.35	\$360,308.62	\$34,076,974.10	1.000%	\$28,697.74	\$7,452,886.97
150	\$389,006.35	\$360,608.88	\$33,716,365.22	1.000%	\$28,397.48	\$7,481,284.45
151	\$389,006.35	\$360,909.38	\$33,355,455.84	1.000%	\$28,096.97	\$7,509,381.42
152	\$389,006.35	\$361,210.14	\$32,994,245.70	1.000%	\$27,796.21	\$7,537,177.63
153	\$389,006.35	\$361,511.15	\$32,632,734.54	1.000%	\$27,495.20	\$7,564,672.84
154	\$389,006.35	\$361,812.41	\$32,270,922.14	1.000%	\$27,193.95	\$7,591,866.78
155	\$389,006.35	\$362,113.92	\$31,908,808.22	1.000%	\$26,892.44	\$7,618,759.22
156	\$389,006.35	\$362,415.68	\$31,546,392.53	1.000%	\$26,590.67	\$7,645,349.89
157	\$389,006.35	\$362,717.69	\$31,183,674.84	1.000%	\$26,288.66	\$7,671,638.55
158	\$389,006.35	\$363,019.96	\$30,820,654.88	1.000%	\$25,986.40	\$7,697,624.95
159	\$389,006.35	\$363,322.48	\$30,457,332.41	1.000%	\$25,683.88	\$7,723,308.83
160	\$389,006.35	\$363,625.24	\$30,093,707.16	1.000%	\$25,381.11	\$7,748,689.94
161	\$389,006.35	\$363,928.27	\$29,729,778.90	1.000%	\$25,078.09	\$7,773,768.03
162	\$389,006.35	\$364,231.54	\$29,365,547.36	1.000%	\$24,774.82	\$7,798,542.84
163	\$389,006.35	\$364,535.07	\$29,001,012.29	1.000%	\$24,471.29	\$7,823,014.13
164	\$389,006.35	\$364,838.84	\$28,636,173.45	1.000%	\$24,167.51	\$7,847,181.64
165	\$389,006.35	\$365,142.89	\$28,271,030.57	1.000%	\$23,863.48	\$7,871,045.12
166	\$389,006.35	\$365,447.16	\$27,905,583.41	1.000%	\$23,559.19	\$7,894,604.31
167	\$389,006.35	\$365,751.70	\$27,539,831.70	1.000%	\$23,254.65	\$7,917,858.96
168	\$389,006.35	\$366,056.50	\$27,173,775.21	1.000%	\$22,949.86	\$7,940,808.82
169	\$389,006.35	\$366,361.54	\$26,807,413.67	1.000%	\$22,644.81	\$7,963,453.64
170	\$389,006.35	\$366,666.84	\$26,440,746.82	1.000%	\$22,339.51	\$7,985,793.15
171	\$389,006.35	\$366,972.40	\$26,073,774.42	1.000%	\$22,033.96	\$8,007,827.10
172	\$389,006.35	\$367,278.21	\$25,706,496.21	1.000%	\$21,728.15	\$8,029,555.25
173	\$389,006.35	\$367,584.27	\$25,338,911.94	1.000%	\$21,422.08	\$8,050,977.33
174	\$389,006.35	\$367,890.59	\$24,971,021.35	1.000%	\$21,115.76	\$8,072,093.09
175	\$389,006.35	\$368,197.17	\$24,602,824.17	1.000%	\$20,809.18	\$8,092,902.27
176	\$389,006.35	\$368,504.00	\$24,234,320.17	1.000%	\$20,502.35	\$8,113,404.63
177	\$389,006.35	\$368,811.09	\$23,865,509.09	1.000%	\$20,195.27	\$8,133,599.89
178	\$389,006.35	\$369,118.43	\$23,496,390.65	1.000%	\$19,887.92	\$8,153,487.82
179	\$389,006.35	\$369,426.03	\$23,126,964.63	1.000%	\$19,580.33	\$8,173,068.14
180	\$389,006.35	\$369,733.88	\$22,757,230.74	1.000%	\$19,272.47	\$8,192,340.61
181	\$389,006.35	\$370,042.00	\$22,387,188.75	1.000%	\$18,964.36	\$8,211,304.97
182	\$389,006.35	\$370,350.36	\$22,016,838.38	1.000%	\$18,655.99	\$8,229,960.96
183	\$389,006.35	\$370,658.99	\$21,646,179.39	1.000%	\$18,347.37	\$8,248,308.33
184	\$389,006.35	\$370,967.87	\$21,275,211.52	1.000%	\$18,038.48	\$8,266,346.81
185	\$389,006.35	\$371,277.01	\$20,903,934.51	1.000%	\$17,729.34	\$8,284,076.15
186	\$389,006.35	\$371,586.41	\$20,532,348.10	1.000%	\$17,419.95	\$8,301,496.10
187	\$389,006.35	\$371,896.06	\$20,160,452.03	1.000%	\$17,110.29	\$8,318,606.39
188	\$389,006.35	\$372,205.98	\$19,788,246.06	1.000%	\$16,800.38	\$8,335,406.77
189	\$389,006.35	\$372,516.15	\$19,415,729.91	1.000%	\$16,490.21	\$8,351,896.97
190	\$389,006.35	\$372,826.58	\$19,042,903.33	1.000%	\$16,179.77	\$8,368,076.75
191	\$389,006.35	\$373,137.27	\$18,669,766.06	1.000%	\$15,869.09	\$8,383,945.83
192	\$389,006.35	\$373,448.22	\$18,296,317.84	1.000%	\$15,558.14	\$8,399,503.97
193	\$389,006.35	\$373,759.42	\$17,922,558.42	1.000%	\$15,246.93	\$8,414,750.90
194	\$389,006.35	\$374,070.89	\$17,548,467.53	1.000%	\$14,935.47	\$8,429,686.37

195	\$389,006.35	\$374,382.62	\$17,174,104.91	1.000%	\$14,623.74	\$8,444,310.11
196	\$389,006.35	\$374,694.60	\$16,799,410.31	1.000%	\$14,311.75	\$8,458,621.86
197	\$389,006.35	\$375,006.85	\$16,424,403.47	1.000%	\$13,999.51	\$8,472,621.37
198	\$389,006.35	\$375,319.35	\$16,049,084.11	1.000%	\$13,687.00	\$8,486,308.37
199	\$389,006.35	\$375,632.12	\$15,673,452.00	1.000%	\$13,374.24	\$8,499,682.61
200	\$389,006.35	\$375,945.14	\$15,297,506.85	1.000%	\$13,061.21	\$8,512,743.82
201	\$389,006.35	\$376,258.43	\$14,921,248.42	1.000%	\$12,747.92	\$8,525,491.74
202	\$389,006.35	\$376,571.98	\$14,544,676.44	1.000%	\$12,434.37	\$8,537,926.12
203	\$389,006.35	\$376,885.79	\$14,167,790.65	1.000%	\$12,120.56	\$8,550,046.68
204	\$389,006.35	\$377,199.86	\$13,790,590.78	1.000%	\$11,806.49	\$8,561,853.17
205	\$389,006.35	\$377,514.20	\$13,413,076.59	1.000%	\$11,492.16	\$8,573,345.33
206	\$389,006.35	\$377,828.79	\$13,035,247.80	1.000%	\$11,177.56	\$8,584,522.89
207	\$389,006.35	\$378,143.65	\$12,657,104.15	1.000%	\$10,862.71	\$8,595,385.60
208	\$389,006.35	\$378,458.77	\$12,278,645.38	1.000%	\$10,547.59	\$8,605,933.19
209	\$389,006.35	\$378,774.15	\$11,899,871.23	1.000%	\$10,232.20	\$8,616,165.39
210	\$389,006.35	\$379,089.80	\$11,520,781.43	1.000%	\$9,916.56	\$8,626,081.95
211	\$389,006.35	\$379,405.70	\$11,141,375.73	1.000%	\$9,600.65	\$8,635,682.60
212	\$389,006.35	\$379,721.88	\$10,761,653.85	1.000%	\$9,284.48	\$8,644,967.08
213	\$389,006.35	\$380,038.31	\$10,381,615.54	1.000%	\$8,968.04	\$8,653,935.13
214	\$389,006.35	\$380,355.01	\$10,001,260.54	1.000%	\$8,651.35	\$8,662,586.47
215	\$389,006.35	\$380,671.97	\$9,620,588.57	1.000%	\$8,334.38	\$8,670,920.86
216	\$389,006.35	\$380,989.20	\$9,239,599.37	1.000%	\$8,017.16	\$8,678,938.01
217	\$389,006.35	\$381,306.69	\$8,858,292.68	1.000%	\$7,699.67	\$8,686,637.68
218	\$389,006.35	\$381,624.44	\$8,476,668.23	1.000%	\$7,381.91	\$8,694,019.59
219	\$389,006.35	\$381,942.46	\$8,094,725.77	1.000%	\$7,063.89	\$8,701,083.48
220	\$389,006.35	\$382,260.75	\$7,712,465.02	1.000%	\$6,745.60	\$8,707,829.09
221	\$389,006.35	\$382,579.30	\$7,329,885.72	1.000%	\$6,427.05	\$8,714,256.14
222	\$389,006.35	\$382,898.12	\$6,946,987.60	1.000%	\$6,108.24	\$8,720,364.38
223	\$389,006.35	\$383,217.20	\$6,563,770.40	1.000%	\$5,789.16	\$8,726,153.54
224	\$389,006.35	\$383,536.55	\$6,180,233.86	1.000%	\$5,469.81	\$8,731,623.34
225	\$389,006.35	\$383,856.16	\$5,796,377.70	1.000%	\$5,150.19	\$8,736,773.54
226	\$389,006.35	\$384,176.04	\$5,412,201.66	1.000%	\$4,830.31	\$8,741,603.85
227	\$389,006.35	\$384,496.19	\$5,027,705.47	1.000%	\$4,510.17	\$8,746,114.02
228	\$389,006.35	\$384,816.60	\$4,642,888.87	1.000%	\$4,189.75	\$8,750,303.78
229	\$389,006.35	\$385,137.28	\$4,257,751.59	1.000%	\$3,869.07	\$8,754,172.85
230	\$389,006.35	\$385,458.23	\$3,872,293.36	1.000%	\$3,548.13	\$8,757,720.98
231	\$389,006.35	\$385,779.44	\$3,486,513.92	1.000%	\$3,226.91	\$8,760,947.89
232	\$389,006.35	\$386,100.93	\$3,100,412.99	1.000%	\$2,905.43	\$8,763,853.32
233	\$389,006.35	\$386,422.68	\$2,713,990.31	1.000%	\$2,583.68	\$8,766,436.99
234	\$389,006.35	\$386,744.70	\$2,327,245.62	1.000%	\$2,261.66	\$8,768,698.65
235	\$389,006.35	\$387,066.98	\$1,940,178.63	1.000%	\$1,939.37	\$8,770,638.02
236	\$389,006.35	\$387,389.54	\$1,552,789.09	1.000%	\$1,616.82	\$8,772,254.84
237	\$389,006.35	\$387,712.36	\$1,165,076.73	1.000%	\$1,293.99	\$8,773,548.83
238	\$389,006.35	\$388,035.46	\$777,041.27	1.000%	\$970.90	\$8,774,519.73
239	\$389,006.35	\$388,358.82	\$388,682.45	1.000%	\$647.53	\$8,775,167.26
240	\$389,006.35	\$388,682.45	\$0.00	1.000%	\$323.90	\$8,775,491.16

EXHIBIT B-2

AMORTIZATION SCHEDULE (SOLIDS)

Reading City - Fritz Island WWTP Solids Treatment Facilities Upgrade (S)

Project Id: 06144041408-CS Loan No.: 71420 Status: Loan Closing

Company: Reading City

Legal Entity: Reading City

Business Partner No.:

Project Specialist: Tesra Schlupp

Board Approval Date: 07/22/2015

AMORTIZATION SCHEDULE

Click on the Calculate button to build an estimated amortization schedule for any debt obligation or guaranty agreement associated with your project.

Values

Principal Amount:

Years 1-5 Interest Rate: %

Years 5+ Interest Rate: %

Term of Loan: months

Payment Number	Monthly Payment	Principal Paid	Principal Remaining	Interest Rate	Interest Paid	Cumulative Interest Paid
1	\$171,147.30	\$140,135.23	\$37,074,349.77	1.000%	\$31,012.07	\$31,012.07
2	\$171,147.30	\$140,252.01	\$36,934,097.77	1.000%	\$30,895.29	\$61,907.36
3	\$171,147.30	\$140,368.88	\$36,793,728.88	1.000%	\$30,778.41	\$92,685.78
4	\$171,147.30	\$140,485.86	\$36,653,243.03	1.000%	\$30,661.44	\$123,347.22
5	\$171,147.30	\$140,602.93	\$36,512,640.10	1.000%	\$30,544.37	\$153,891.59
6	\$171,147.30	\$140,720.10	\$36,371,920.00	1.000%	\$30,427.20	\$184,318.79
7	\$171,147.30	\$140,837.36	\$36,231,082.64	1.000%	\$30,309.93	\$214,628.72
8	\$171,147.30	\$140,954.73	\$36,090,127.91	1.000%	\$30,192.57	\$244,821.29
9	\$171,147.30	\$141,072.19	\$35,949,055.72	1.000%	\$30,075.11	\$274,896.40
10	\$171,147.30	\$141,189.75	\$35,807,865.96	1.000%	\$29,957.55	\$304,853.94
11	\$171,147.30	\$141,307.41	\$35,666,558.55	1.000%	\$29,839.89	\$334,693.83
12	\$171,147.30	\$141,425.17	\$35,525,133.39	1.000%	\$29,722.13	\$364,415.96
13	\$171,147.30	\$141,543.02	\$35,383,590.37	1.000%	\$29,604.28	\$394,020.24
14	\$171,147.30	\$141,660.97	\$35,241,929.40	1.000%	\$29,486.33	\$423,506.57
15	\$171,147.30	\$141,779.02	\$35,100,150.37	1.000%	\$29,368.27	\$452,874.84
16	\$171,147.30	\$141,897.17	\$34,958,253.20	1.000%	\$29,250.13	\$482,124.97
17	\$171,147.30	\$142,015.42	\$34,816,237.78	1.000%	\$29,131.88	\$511,256.84
18	\$171,147.30	\$142,133.77	\$34,674,104.01	1.000%	\$29,013.53	\$540,270.37
19	\$171,147.30	\$142,252.21	\$34,531,851.80	1.000%	\$28,895.09	\$569,165.46
20	\$171,147.30	\$142,370.75	\$34,389,481.05	1.000%	\$28,776.54	\$597,942.00
21	\$171,147.30	\$142,489.40	\$34,246,991.65	1.000%	\$28,657.90	\$626,599.91
22	\$171,147.30	\$142,608.14	\$34,104,383.51	1.000%	\$28,539.16	\$655,139.07
23	\$171,147.30	\$142,726.98	\$33,961,656.53	1.000%	\$28,420.32	\$683,559.38
24	\$171,147.30	\$142,845.92	\$33,818,810.62	1.000%	\$28,301.38	\$711,860.77
25	\$171,147.30	\$142,964.96	\$33,675,845.66	1.000%	\$28,182.34	\$740,043.11
26	\$171,147.30	\$143,084.09	\$33,532,761.57	1.000%	\$28,063.20	\$768,106.31
27	\$171,147.30	\$143,203.33	\$33,389,558.24	1.000%	\$27,943.97	\$796,050.28
28	\$171,147.30	\$143,322.67	\$33,246,235.57	1.000%	\$27,824.63	\$823,874.91
29	\$171,147.30	\$143,442.10	\$33,102,793.47	1.000%	\$27,705.20	\$851,580.11
30	\$171,147.30	\$143,561.64	\$32,959,231.83	1.000%	\$27,585.66	\$879,165.77
31	\$171,147.30	\$143,681.27	\$32,815,550.56	1.000%	\$27,466.03	\$906,631.80
32	\$171,147.30	\$143,801.01	\$32,671,749.56	1.000%	\$27,346.29	\$933,978.09
33	\$171,147.30	\$143,920.84	\$32,527,828.72	1.000%	\$27,226.46	\$961,204.55
34	\$171,147.30	\$144,040.77	\$32,383,787.94	1.000%	\$27,106.52	\$988,311.07
35	\$171,147.30	\$144,160.81	\$32,239,627.13	1.000%	\$26,986.49	\$1,015,297.56
36	\$171,147.30	\$144,280.94	\$32,095,346.19	1.000%	\$26,866.36	\$1,042,163.92
37	\$171,147.30	\$144,401.18	\$31,950,945.02	1.000%	\$26,746.12	\$1,068,910.04
38	\$171,147.30	\$144,521.51	\$31,806,423.51	1.000%	\$26,625.79	\$1,095,535.83

39	\$171,147.30	\$144,641.95	\$31,661,781.56	1.000%	\$26,505.35	\$1,122,041.18
40	\$171,147.30	\$144,762.48	\$31,517,019.08	1.000%	\$26,384.82	\$1,148,426.00
41	\$171,147.30	\$144,883.12	\$31,372,135.97	1.000%	\$26,264.18	\$1,174,690.18
42	\$171,147.30	\$145,003.85	\$31,227,132.11	1.000%	\$26,143.45	\$1,200,833.63
43	\$171,147.30	\$145,124.69	\$31,082,007.43	1.000%	\$26,022.61	\$1,226,856.24
44	\$171,147.30	\$145,245.63	\$30,936,761.80	1.000%	\$25,901.67	\$1,252,757.91
45	\$171,147.30	\$145,366.66	\$30,791,395.14	1.000%	\$25,780.63	\$1,278,538.54
46	\$171,147.30	\$145,487.80	\$30,645,907.34	1.000%	\$25,659.50	\$1,304,198.04
47	\$171,147.30	\$145,609.04	\$30,500,298.30	1.000%	\$25,538.26	\$1,329,736.30
48	\$171,147.30	\$145,730.38	\$30,354,567.91	1.000%	\$25,416.92	\$1,355,153.21
49	\$171,147.30	\$145,851.82	\$30,208,716.09	1.000%	\$25,295.47	\$1,380,448.68
50	\$171,147.30	\$145,973.37	\$30,062,742.72	1.000%	\$25,173.93	\$1,405,622.61
51	\$171,147.30	\$146,095.01	\$29,916,647.71	1.000%	\$25,052.29	\$1,430,674.90
52	\$171,147.30	\$146,216.76	\$29,770,430.95	1.000%	\$24,930.54	\$1,455,605.44
53	\$171,147.30	\$146,338.61	\$29,624,092.34	1.000%	\$24,808.69	\$1,480,414.13
54	\$171,147.30	\$146,460.55	\$29,477,631.79	1.000%	\$24,686.74	\$1,505,100.88
55	\$171,147.30	\$146,582.60	\$29,331,049.19	1.000%	\$24,564.69	\$1,529,665.57
56	\$171,147.30	\$146,704.76	\$29,184,344.43	1.000%	\$24,442.54	\$1,554,108.11
57	\$171,147.30	\$146,827.01	\$29,037,517.42	1.000%	\$24,320.29	\$1,578,428.40
58	\$171,147.30	\$146,949.37	\$28,890,568.05	1.000%	\$24,197.93	\$1,602,626.33
59	\$171,147.30	\$147,071.82	\$28,743,496.23	1.000%	\$24,075.47	\$1,626,701.80
60	\$171,147.30	\$147,194.38	\$28,596,301.84	1.000%	\$23,952.91	\$1,650,654.71
61	\$171,147.30	\$147,317.05	\$28,448,984.80	1.000%	\$23,830.25	\$1,674,484.97
62	\$171,147.30	\$147,439.81	\$28,301,544.99	1.000%	\$23,707.49	\$1,698,192.45
63	\$171,147.30	\$147,562.68	\$28,153,982.31	1.000%	\$23,584.62	\$1,721,777.07
64	\$171,147.30	\$147,685.65	\$28,006,296.66	1.000%	\$23,461.65	\$1,745,238.73
65	\$171,147.30	\$147,808.72	\$27,858,487.94	1.000%	\$23,338.58	\$1,768,577.31
66	\$171,147.30	\$147,931.89	\$27,710,556.05	1.000%	\$23,215.41	\$1,791,792.71
67	\$171,147.30	\$148,055.17	\$27,562,500.89	1.000%	\$23,092.13	\$1,814,884.84
68	\$171,147.30	\$148,178.55	\$27,414,322.34	1.000%	\$22,968.75	\$1,837,853.59
69	\$171,147.30	\$148,302.03	\$27,266,020.31	1.000%	\$22,845.27	\$1,860,698.86
70	\$171,147.30	\$148,425.61	\$27,117,594.69	1.000%	\$22,721.68	\$1,883,420.55
71	\$171,147.30	\$148,549.30	\$26,969,045.39	1.000%	\$22,598.00	\$1,906,018.54
72	\$171,147.30	\$148,673.09	\$26,820,372.30	1.000%	\$22,474.20	\$1,928,492.75
73	\$171,147.30	\$148,796.99	\$26,671,575.31	1.000%	\$22,350.31	\$1,950,843.06
74	\$171,147.30	\$148,920.99	\$26,522,654.33	1.000%	\$22,226.31	\$1,973,069.37
75	\$171,147.30	\$149,045.09	\$26,373,609.24	1.000%	\$22,102.21	\$1,995,171.58
76	\$171,147.30	\$149,169.29	\$26,224,439.95	1.000%	\$21,978.01	\$2,017,149.59
77	\$171,147.30	\$149,293.60	\$26,075,146.35	1.000%	\$21,853.70	\$2,039,003.29
78	\$171,147.30	\$149,418.01	\$25,925,728.34	1.000%	\$21,729.29	\$2,060,732.58
79	\$171,147.30	\$149,542.52	\$25,776,185.82	1.000%	\$21,604.77	\$2,082,337.35
80	\$171,147.30	\$149,667.14	\$25,626,518.68	1.000%	\$21,480.15	\$2,103,817.51
81	\$171,147.30	\$149,791.87	\$25,476,726.81	1.000%	\$21,355.43	\$2,125,172.94
82	\$171,147.30	\$149,916.69	\$25,326,810.12	1.000%	\$21,230.61	\$2,146,403.54
83	\$171,147.30	\$150,041.62	\$25,176,768.50	1.000%	\$21,105.68	\$2,167,509.22
84	\$171,147.30	\$150,166.66	\$25,026,601.84	1.000%	\$20,980.64	\$2,188,489.86
85	\$171,147.30	\$150,291.80	\$24,876,310.04	1.000%	\$20,855.50	\$2,209,345.36
86	\$171,147.30	\$150,417.04	\$24,725,893.00	1.000%	\$20,730.26	\$2,230,075.62
87	\$171,147.30	\$150,542.39	\$24,575,350.61	1.000%	\$20,604.91	\$2,250,680.53
88	\$171,147.30	\$150,667.84	\$24,424,682.78	1.000%	\$20,479.46	\$2,271,159.99
89	\$171,147.30	\$150,793.40	\$24,273,889.38	1.000%	\$20,353.90	\$2,291,513.89
90	\$171,147.30	\$150,919.06	\$24,122,970.32	1.000%	\$20,228.24	\$2,311,742.13
91	\$171,147.30	\$151,044.82	\$23,971,925.50	1.000%	\$20,102.48	\$2,331,844.61
92	\$171,147.30	\$151,170.69	\$23,820,754.81	1.000%	\$19,976.60	\$2,351,821.21
93	\$171,147.30	\$151,296.67	\$23,669,458.14	1.000%	\$19,850.63	\$2,371,671.84
94	\$171,147.30	\$151,422.75	\$23,518,035.39	1.000%	\$19,724.55	\$2,391,396.39
95	\$171,147.30	\$151,548.94	\$23,366,486.45	1.000%	\$19,598.36	\$2,410,994.75
96	\$171,147.30	\$151,675.23	\$23,214,811.23	1.000%	\$19,472.07	\$2,430,466.82
97	\$171,147.30	\$151,801.62	\$23,063,009.61	1.000%	\$19,345.68	\$2,449,812.50
98	\$171,147.30	\$151,928.12	\$22,911,081.48	1.000%	\$19,219.17	\$2,469,031.68
99	\$171,147.30	\$152,054.73	\$22,759,026.75	1.000%	\$19,092.57	\$2,488,124.24
100	\$171,147.30	\$152,181.44	\$22,606,845.31	1.000%	\$18,965.86	\$2,507,090.10
101	\$171,147.30	\$152,308.26	\$22,454,537.05	1.000%	\$18,839.04	\$2,525,929.14
102	\$171,147.30	\$152,435.18	\$22,302,101.87	1.000%	\$18,712.11	\$2,544,641.25
103	\$171,147.30	\$152,562.21	\$22,149,539.65	1.000%	\$18,585.08	\$2,563,226.34
104	\$171,147.30	\$152,689.35	\$21,996,850.31	1.000%	\$18,457.95	\$2,581,684.29
105	\$171,147.30	\$152,816.59	\$21,844,033.72	1.000%	\$18,330.71	\$2,600,014.99
106	\$171,147.30	\$152,943.94	\$21,691,089.78	1.000%	\$18,203.36	\$2,618,218.36
107	\$171,147.30	\$153,071.39	\$21,538,018.39	1.000%	\$18,075.91	\$2,636,294.26
108	\$171,147.30	\$153,198.95	\$21,384,819.44	1.000%	\$17,948.35	\$2,654,242.61
109	\$171,147.30	\$153,326.62	\$21,231,492.83	1.000%	\$17,820.68	\$2,672,063.30
110	\$171,147.30	\$153,454.39	\$21,078,038.44	1.000%	\$17,692.91	\$2,689,756.21
111	\$171,147.30	\$153,582.27	\$20,924,456.17	1.000%	\$17,565.03	\$2,707,321.24
112	\$171,147.30	\$153,710.25	\$20,770,745.92	1.000%	\$17,437.05	\$2,724,758.28
113	\$171,147.30	\$153,838.34	\$20,616,907.58	1.000%	\$17,308.95	\$2,742,067.24
114	\$171,147.30	\$153,966.54	\$20,462,941.04	1.000%	\$17,180.76	\$2,759,248.00
115	\$171,147.30	\$154,094.85	\$20,308,846.19	1.000%	\$17,052.45	\$2,776,300.45
116	\$171,147.30	\$154,223.26	\$20,154,622.93	1.000%	\$16,924.04	\$2,793,224.49

117	\$171,147.30	\$154,351.78	\$20,000,271.15	1.000%	\$16,795.52	\$2,810,020.00
118	\$171,147.30	\$154,480.41	\$19,845,790.75	1.000%	\$16,666.89	\$2,826,686.90
119	\$171,147.30	\$154,609.14	\$19,691,181.61	1.000%	\$16,538.16	\$2,843,225.06
120	\$171,147.30	\$154,737.98	\$19,536,443.63	1.000%	\$16,409.32	\$2,859,634.37
121	\$171,147.30	\$154,866.93	\$19,381,576.70	1.000%	\$16,280.37	\$2,875,914.74
122	\$171,147.30	\$154,995.98	\$19,226,580.72	1.000%	\$16,151.31	\$2,892,066.06
123	\$171,147.30	\$155,125.15	\$19,071,455.57	1.000%	\$16,022.15	\$2,908,088.21
124	\$171,147.30	\$155,254.42	\$18,916,201.15	1.000%	\$15,892.88	\$2,923,981.09
125	\$171,147.30	\$155,383.80	\$18,760,817.35	1.000%	\$15,763.50	\$2,939,744.59
126	\$171,147.30	\$155,513.28	\$18,605,304.07	1.000%	\$15,634.01	\$2,955,378.60
127	\$171,147.30	\$155,642.88	\$18,449,661.19	1.000%	\$15,504.42	\$2,970,883.02
128	\$171,147.30	\$155,772.58	\$18,293,888.61	1.000%	\$15,374.72	\$2,986,257.74
129	\$171,147.30	\$155,902.39	\$18,137,986.22	1.000%	\$15,244.91	\$3,001,502.65
130	\$171,147.30	\$156,032.31	\$17,981,953.91	1.000%	\$15,114.99	\$3,016,617.64
131	\$171,147.30	\$156,162.34	\$17,825,791.58	1.000%	\$14,984.96	\$3,031,602.60
132	\$171,147.30	\$156,292.47	\$17,669,499.10	1.000%	\$14,854.83	\$3,046,457.42
133	\$171,147.30	\$156,422.72	\$17,513,076.39	1.000%	\$14,724.58	\$3,061,182.01
134	\$171,147.30	\$156,553.07	\$17,356,523.32	1.000%	\$14,594.23	\$3,075,776.24
135	\$171,147.30	\$156,683.53	\$17,199,839.79	1.000%	\$14,463.77	\$3,090,240.01
136	\$171,147.30	\$156,814.10	\$17,043,025.70	1.000%	\$14,333.20	\$3,104,573.21
137	\$171,147.30	\$156,944.78	\$16,886,080.92	1.000%	\$14,202.52	\$3,118,775.73
138	\$171,147.30	\$157,075.56	\$16,729,005.35	1.000%	\$14,071.73	\$3,132,847.46
139	\$171,147.30	\$157,206.46	\$16,571,798.89	1.000%	\$13,940.84	\$3,146,788.30
140	\$171,147.30	\$157,337.47	\$16,414,461.43	1.000%	\$13,809.83	\$3,160,598.13
141	\$171,147.30	\$157,468.58	\$16,256,992.85	1.000%	\$13,678.72	\$3,174,276.85
142	\$171,147.30	\$157,599.80	\$16,099,393.05	1.000%	\$13,547.49	\$3,187,824.34
143	\$171,147.30	\$157,731.14	\$15,941,661.91	1.000%	\$13,416.16	\$3,201,240.51
144	\$171,147.30	\$157,862.58	\$15,783,799.33	1.000%	\$13,284.72	\$3,214,525.22
145	\$171,147.30	\$157,994.13	\$15,625,805.20	1.000%	\$13,153.17	\$3,227,678.39
146	\$171,147.30	\$158,125.79	\$15,467,679.40	1.000%	\$13,021.50	\$3,240,699.89
147	\$171,147.30	\$158,257.57	\$15,309,421.84	1.000%	\$12,889.73	\$3,253,589.63
148	\$171,147.30	\$158,389.45	\$15,151,032.39	1.000%	\$12,757.85	\$3,266,347.48
149	\$171,147.30	\$158,521.44	\$14,992,510.95	1.000%	\$12,625.86	\$3,278,973.34
150	\$171,147.30	\$158,653.54	\$14,833,857.42	1.000%	\$12,493.76	\$3,291,467.10
151	\$171,147.30	\$158,785.75	\$14,675,071.67	1.000%	\$12,361.55	\$3,303,828.65
152	\$171,147.30	\$158,918.07	\$14,516,153.59	1.000%	\$12,229.23	\$3,316,057.87
153	\$171,147.30	\$159,050.50	\$14,357,103.09	1.000%	\$12,096.79	\$3,328,154.67
154	\$171,147.30	\$159,183.05	\$14,197,920.05	1.000%	\$11,964.25	\$3,340,118.92
155	\$171,147.30	\$159,315.70	\$14,038,604.35	1.000%	\$11,831.60	\$3,351,950.52
156	\$171,147.30	\$159,448.46	\$13,879,155.89	1.000%	\$11,698.84	\$3,363,649.36
157	\$171,147.30	\$159,581.33	\$13,719,574.55	1.000%	\$11,565.96	\$3,375,215.32
158	\$171,147.30	\$159,714.32	\$13,559,860.23	1.000%	\$11,432.98	\$3,386,648.30
159	\$171,147.30	\$159,847.41	\$13,400,012.82	1.000%	\$11,299.88	\$3,397,948.18
160	\$171,147.30	\$159,980.62	\$13,240,032.20	1.000%	\$11,166.68	\$3,409,114.86
161	\$171,147.30	\$160,113.94	\$13,079,918.26	1.000%	\$11,033.36	\$3,420,148.22
162	\$171,147.30	\$160,247.37	\$12,919,670.90	1.000%	\$10,899.93	\$3,431,048.15
163	\$171,147.30	\$160,380.91	\$12,759,289.99	1.000%	\$10,766.39	\$3,441,814.54
164	\$171,147.30	\$160,514.56	\$12,598,775.43	1.000%	\$10,632.74	\$3,452,447.29
165	\$171,147.30	\$160,648.32	\$12,438,127.11	1.000%	\$10,498.98	\$3,462,946.26
166	\$171,147.30	\$160,782.19	\$12,277,344.92	1.000%	\$10,365.11	\$3,473,311.37
167	\$171,147.30	\$160,916.18	\$12,116,428.75	1.000%	\$10,231.12	\$3,483,542.49
168	\$171,147.30	\$161,050.27	\$11,955,378.47	1.000%	\$10,097.02	\$3,493,639.52
169	\$171,147.30	\$161,184.48	\$11,794,193.99	1.000%	\$9,962.82	\$3,503,602.33
170	\$171,147.30	\$161,318.80	\$11,632,875.19	1.000%	\$9,828.50	\$3,513,430.83
171	\$171,147.30	\$161,453.24	\$11,471,421.95	1.000%	\$9,694.06	\$3,523,124.89
172	\$171,147.30	\$161,587.78	\$11,309,834.17	1.000%	\$9,559.52	\$3,532,684.41
173	\$171,147.30	\$161,722.44	\$11,148,111.74	1.000%	\$9,424.86	\$3,542,109.27
174	\$171,147.30	\$161,857.20	\$10,986,254.53	1.000%	\$9,290.09	\$3,551,399.36
175	\$171,147.30	\$161,992.09	\$10,824,262.45	1.000%	\$9,155.21	\$3,560,554.57
176	\$171,147.30	\$162,127.08	\$10,662,135.37	1.000%	\$9,020.22	\$3,569,574.79
177	\$171,147.30	\$162,262.19	\$10,499,873.18	1.000%	\$8,885.11	\$3,578,459.91
178	\$171,147.30	\$162,397.40	\$10,337,475.78	1.000%	\$8,749.89	\$3,587,209.80
179	\$171,147.30	\$162,532.73	\$10,174,943.04	1.000%	\$8,614.56	\$3,595,824.36
180	\$171,147.30	\$162,668.18	\$10,012,274.86	1.000%	\$8,479.12	\$3,604,303.48
181	\$171,147.30	\$162,803.74	\$9,849,471.13	1.000%	\$8,343.56	\$3,612,647.04
182	\$171,147.30	\$162,939.41	\$9,686,531.72	1.000%	\$8,207.89	\$3,620,854.94
183	\$171,147.30	\$163,075.19	\$9,523,456.53	1.000%	\$8,072.11	\$3,628,927.05
184	\$171,147.30	\$163,211.08	\$9,360,245.45	1.000%	\$7,936.21	\$3,636,863.26
185	\$171,147.30	\$163,347.09	\$9,196,898.36	1.000%	\$7,800.20	\$3,644,663.46
186	\$171,147.30	\$163,483.22	\$9,033,415.14	1.000%	\$7,664.08	\$3,652,327.55
187	\$171,147.30	\$163,619.45	\$8,869,795.69	1.000%	\$7,527.85	\$3,659,855.39
188	\$171,147.30	\$163,755.80	\$8,706,039.89	1.000%	\$7,391.50	\$3,667,246.89
189	\$171,147.30	\$163,892.26	\$8,542,147.62	1.000%	\$7,255.03	\$3,674,501.92
190	\$171,147.30	\$164,028.84	\$8,378,118.78	1.000%	\$7,118.46	\$3,681,620.38
191	\$171,147.30	\$164,165.53	\$8,213,953.25	1.000%	\$6,981.77	\$3,688,602.14
192	\$171,147.30	\$164,302.34	\$8,049,650.91	1.000%	\$6,844.96	\$3,695,447.11
193	\$171,147.30	\$164,439.26	\$7,885,211.66	1.000%	\$6,708.04	\$3,702,155.15
194	\$171,147.30	\$164,576.29	\$7,720,635.37	1.000%	\$6,571.01	\$3,708,726.16

195	\$171,147.30	\$164,713.44	\$7,555,921.93	1.000%	\$6,433.86	\$3,715,160.02
196	\$171,147.30	\$164,850.70	\$7,391,071.24	1.000%	\$6,296.60	\$3,721,456.62
197	\$171,147.30	\$164,988.07	\$7,226,083.17	1.000%	\$6,159.23	\$3,727,615.85
198	\$171,147.30	\$165,125.56	\$7,060,957.60	1.000%	\$6,021.74	\$3,733,637.58
199	\$171,147.30	\$165,263.17	\$6,895,694.44	1.000%	\$5,884.13	\$3,739,521.72
200	\$171,147.30	\$165,400.89	\$6,730,293.55	1.000%	\$5,746.41	\$3,745,268.13
201	\$171,147.30	\$165,538.72	\$6,564,754.83	1.000%	\$5,608.58	\$3,750,876.71
202	\$171,147.30	\$165,676.67	\$6,399,078.16	1.000%	\$5,470.63	\$3,756,347.33
203	\$171,147.30	\$165,814.73	\$6,233,263.43	1.000%	\$5,332.57	\$3,761,679.90
204	\$171,147.30	\$165,952.91	\$6,067,310.52	1.000%	\$5,194.39	\$3,766,874.29
205	\$171,147.30	\$166,091.21	\$5,901,219.31	1.000%	\$5,056.09	\$3,771,930.38
206	\$171,147.30	\$166,229.62	\$5,734,989.70	1.000%	\$4,917.68	\$3,776,848.06
207	\$171,147.30	\$166,368.14	\$5,568,621.56	1.000%	\$4,779.16	\$3,781,627.22
208	\$171,147.30	\$166,506.78	\$5,402,114.78	1.000%	\$4,640.52	\$3,786,267.74
209	\$171,147.30	\$166,645.54	\$5,235,469.24	1.000%	\$4,501.76	\$3,790,769.50
210	\$171,147.30	\$166,784.41	\$5,068,684.84	1.000%	\$4,362.89	\$3,795,132.39
211	\$171,147.30	\$166,923.39	\$4,901,761.44	1.000%	\$4,223.90	\$3,799,356.29
212	\$171,147.30	\$167,062.50	\$4,734,698.95	1.000%	\$4,084.80	\$3,803,441.10
213	\$171,147.30	\$167,201.72	\$4,567,497.23	1.000%	\$3,945.58	\$3,807,386.68
214	\$171,147.30	\$167,341.05	\$4,400,156.18	1.000%	\$3,806.25	\$3,811,192.93
215	\$171,147.30	\$167,480.50	\$4,232,675.68	1.000%	\$3,666.80	\$3,814,859.72
216	\$171,147.30	\$167,620.07	\$4,065,055.61	1.000%	\$3,527.23	\$3,818,386.95
217	\$171,147.30	\$167,759.75	\$3,897,295.86	1.000%	\$3,387.55	\$3,821,774.50
218	\$171,147.30	\$167,899.55	\$3,729,396.31	1.000%	\$3,247.75	\$3,825,022.24
219	\$171,147.30	\$168,039.47	\$3,561,356.84	1.000%	\$3,107.83	\$3,828,130.07
220	\$171,147.30	\$168,179.50	\$3,393,177.34	1.000%	\$2,967.80	\$3,831,097.87
221	\$171,147.30	\$168,319.65	\$3,224,857.69	1.000%	\$2,827.65	\$3,833,925.52
222	\$171,147.30	\$168,459.92	\$3,056,397.77	1.000%	\$2,687.38	\$3,836,612.90
223	\$171,147.30	\$168,600.30	\$2,887,797.47	1.000%	\$2,547.00	\$3,839,159.90
224	\$171,147.30	\$168,740.80	\$2,719,056.67	1.000%	\$2,406.50	\$3,841,566.40
225	\$171,147.30	\$168,881.42	\$2,550,175.26	1.000%	\$2,265.88	\$3,843,832.28
226	\$171,147.30	\$169,022.15	\$2,381,153.10	1.000%	\$2,125.15	\$3,845,957.42
227	\$171,147.30	\$169,163.00	\$2,211,990.10	1.000%	\$1,984.29	\$3,847,941.72
228	\$171,147.30	\$169,303.97	\$2,042,686.13	1.000%	\$1,843.33	\$3,849,785.04
229	\$171,147.30	\$169,445.06	\$1,873,241.07	1.000%	\$1,702.24	\$3,851,487.28
230	\$171,147.30	\$169,586.26	\$1,703,654.80	1.000%	\$1,561.03	\$3,853,048.32
231	\$171,147.30	\$169,727.59	\$1,533,927.22	1.000%	\$1,419.71	\$3,854,468.03
232	\$171,147.30	\$169,869.03	\$1,364,058.19	1.000%	\$1,278.27	\$3,855,746.30
233	\$171,147.30	\$170,010.58	\$1,194,047.61	1.000%	\$1,136.72	\$3,856,883.02
234	\$171,147.30	\$170,152.26	\$1,023,895.35	1.000%	\$995.04	\$3,857,878.06
235	\$171,147.30	\$170,294.05	\$853,601.30	1.000%	\$853.25	\$3,858,731.30
236	\$171,147.30	\$170,435.96	\$683,165.34	1.000%	\$711.33	\$3,859,442.64
237	\$171,147.30	\$170,577.99	\$512,587.34	1.000%	\$569.30	\$3,860,011.94
238	\$171,147.30	\$170,720.14	\$341,867.20	1.000%	\$427.16	\$3,860,439.10
239	\$171,147.30	\$170,862.41	\$171,004.79	1.000%	\$284.89	\$3,860,723.99
240	\$171,147.30	\$171,004.79	\$0.00	1.000%	\$142.50	\$3,860,866.49

EXHIBIT C-1

FUNDING OFFER (LIQUIDS)

PENNVEST Funding Offer

This Funding Offer is based upon the information submitted for consideration. This offer includes the amount of PENNVEST funding, interest rate, repayment term, as well as the standard terms and conditions that accompany the offer. You must accept the offer in order to continue on to the settlement checklist and information collection process.

Description

Contact: Ralph Johnson
Project Number: 06144041502-CS Status: Approved
Project Title: Reading City - Fritz Island WWTP Liquids Treatment Facilities Upgrade
Company: Reading City

Funding Offer

Board Approval Date:	4/22/2015
Loan Amount:	\$84,586,034.00
Non-Repayment Amount:	\$0.00
Credit Enhancement Amount:	\$0.00
Estimated Monthly Payments for Years 1 through 5:	\$389,006.35
Estimated Monthly Payments for Years 6 through Maturity:	\$389,006.35
Amortization Period in Months:	240
Interest Only Period:	(up to) 36
Interest Rate of Loan for Years 1 through 5:	1.000
Interest Rate of Loan for Years 6 through Maturity:	1.000
Credit Enhancement Type:	Other
Credit Enhancement Fee:	\$0.00

Cost Break Down

PHASE	PENNVEST	LOCAL	TOTAL
Administrative	\$0.00	\$0.00	\$0.00
Legal	\$50,000.00	\$0.00	\$50,000.00
Financial/Accounting	\$50,000.00	\$0.00	\$50,000.00
Interest	\$0.00	\$0.00	\$0.00
Engineering	\$4,159,414.00	\$0.00	\$4,159,414.00
Permits	\$94,020.00	\$0.00	\$94,020.00
Lands	\$0.00	\$0.00	\$0.00
Construction	\$76,412,000.00	\$0.00	\$76,412,000.00
Contingency	\$3,820,600.00	\$0.00	\$3,820,600.00
Other	\$0.00	\$0.00	\$0.00
TOTAL	\$84,586,034.00	\$0.00	\$84,586,034.00

Collateral

Collateral

1. The note of the City of Reading secured by a lien on its sewer revenues.
2. The note of the City of Reading shall also be secured by a pledge of its taxing authority.

Special Conditions

Terms And Conditions

General Financial Terms & Conditions

Funding Recipient

For purposes of this Funding Offer, Company may be referred to herein as Funding Recipient.

Funds Availability

Funding Recipient agrees that this Funding Offer is subject to the availability of PENNVEST funds.

Repayment

Funding Recipient agrees to repay PENNVEST in accordance with the terms set forth in this Funding Offer.

Funding Offer Acceptance

Funding Recipient agrees to make every effort to accept this Funding Offer within thirty (30) days from the date the Board approved the funding for this project. In any event, if the Funding Offer is not accepted within forty-nine (49) days from the date the Board approved the funding for this project, the Funding Offer will be withdrawn unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

Settlement Date

Funding Recipient agrees to make every effort to confirm the contractual obligations with PENNVEST and to provide consideration for this Funding Offer ("Settlement") within one hundred and eighty two (182) days from the date the Board approved the original funding for this project ("Settlement Date"). In any event, if a Settlement Date does not occur within two hundred and seventy six days (276) days from the date the Board approved the original funding for this project, this Funding Offer will terminate unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

General Financial Terms & Conditions

Collateral

Funding Recipient agrees, if applicable, to secure repayment by providing the collateral set forth in this Funding Offer. Any change to the collateral set forth in the Funding Offer shall require a written request from the Funding Recipient and the consent of PENNVEST.

Revenue Stream

If applicable, Funding Recipient agrees to provide, in a form satisfactory to PENNVEST, evidence that Funding Recipient has a revenue stream sufficient to repay the debt service on the financial assistance provided by PENNVEST, unless PENNVEST has approved the use of other collateral independent of the revenue stream to secure repayment. In addition, the Funding Recipient shall enact an ordinance, adopt a resolution, or take other such official action as may be appropriate, prior to Settlement, which provides for the implementation of sufficient rates or revenues to cover all operational and maintenance costs, the debt service on any PENNVEST loan and the debt service on all other outstanding debt of the Funding Recipient at least three (3) months prior to the scheduled amortization date (as defined in the Funding Agreement). In any event, Funding Recipient shall provide, in a form satisfactory to PENNVEST, a plan for repayment of any PENNVEST loan. If Funding Recipient is regulated by the Public Utility Commission ("PUC"), Funding Recipient agrees to take all necessary actions to obtain PUC approval of revenue stream rates.

Payment of Costs

Funding Recipient agrees, without condition, to pay all reasonable fees, expenses, taxes, costs and charges associated with the financial assistance being provided by PENNVEST, including but not limited to, title insurance premiums and search fees, survey costs, and recording and filing fees, if any.

Additional Information

Funding Recipient agrees that PENNVEST can require additional information or documentation and impose further conditions if PENNVEST deems necessary based upon review of the information submitted by the Funding Recipient.

Assignment

Funding Recipient agrees not to assign the proceeds from the financial assistance provided by PENNVEST without the prior written consent of PENNVEST. Any attempt at assignment without consent shall be void.

Modification

Funding Recipient agrees that no change or modification to this Funding Offer shall be valid unless the Funding Recipient and PENNVEST agree to such change or modification in writing.

General Financial Terms & Conditions

Entire Agreement

Funding Recipient further agrees that this Funding Offer represents the entire funding offer agreement between the parties and to the extent this offer represents an increase funding approval this offer integrates and includes any and all prior or contemporaneous agreements between the parties relating to this project.

Survival

Funding Recipient agrees that the obligations set forth in this Funding Offer shall survive Settlement on the financial assistance and shall be continuing obligations until all required payments, including applicable interest and fees, have been made in full and all other obligations have been fully completed and discharged.

Outstanding Financial Assistance

Funding Recipient agrees that, to the extent that financial assistance requiring repayment was previously provided to funding recipient by the Water Facilities Loan Board or PENNVEST and has not been fully repaid, Funding Recipient is in compliance with obligations under the prior funding documents and is not delinquent on repayment.

Refinancing

Funding Recipient shall not use PENNVEST funds to replace long-term financing that has been offered or committed to the Funding Recipient at reasonable rates as of the date of this Funding Offer.

Independent Audits

Funding Recipient agrees, if required by PENNVEST, to obtain independent audits of its financial documents and condition and to submit certified copies of such audits to PENNVEST.

Other Obligations

Funding Recipient agrees that accepting funding from PENNVEST will not result in a default by Funding Recipient on any other obligation of Funding Recipient, including but not limited to, a default pursuant to the terms of any bond offering, indenture, mortgage, restriction, lease, or other agreement. Funding Recipient agrees to provide PENNVEST with evidence that no such default will occur, in a form satisfactory to PENNVEST, prior to the Settlement Date.

General Financial Terms & Conditions

Insurance

Funding Recipient agrees to maintain, or cause to be maintained, adequate business insurance coverage on its business assets for the term of the financial assistance including the construction period and to provide PENNVEST with evidence of such insurance, in a form satisfactory to PENNVEST, prior to the Settlement Date. In the event of a Brownfields project, Funding Recipient also agrees to obtain and cause to be maintained environmental cost cap and remediation liability insurance until such time that Funding Recipient receives a letter from DEP releasing the Funding Recipient from liability of known contaminants under Act 2, a later defined term. In the event PENNVEST obtains a mortgage as collateral, Funding Recipient also agrees to obtain a lenders title insurance policy and endorsements on terms and conditions acceptable to PENNVEST.

Tax-Exempt Financing

Funding Recipient agrees not to report any funding received from PENNVEST as a tax-exempt financing.

Automatic Debit/Credit

Funding Recipient agrees to comply with any automated debit or credit system that PENNVEST may institute.

Attorney

Funding Recipient agrees, if applicable, to retain an attorney, licensed to practice law in the Commonwealth of Pennsylvania, to provide legal assistance and advice to the Funding Recipient with regard to the terms and conditions of this Funding Offer and to provide the requisite opinions of counsel at Settlement. Funding Recipient agrees to provide PENNVEST with a copy of its engagement letter, which shall include the attorney's total anticipated fee with respect to the project, in a form satisfactory to PENNVEST, prior to the Settlement Date. At Settlement, the Funding Recipient shall furnish to PENNVEST an opinion of the Funding Recipient's counsel, in a form satisfactory to PENNVEST, that, among other things, the Funding Recipient is duly organized and authorized to enter into the transaction; that the transaction and its terms do not violate any rules, regulations, laws, orders or agreements by which the Funding Recipient is bound; that there is no litigation threatened or pending that will affect the Funding Recipient's ability to enter into the transaction or complete this project; and that the Funding Recipient has acquired, and has good and marketable title to, all real property interests necessary to complete this project. The opinion letter will also address any other matters to which PENNVEST wishes the Funding Recipient's counsel to opine.

Conference Calls

As a condition of this Funding Offer, Funding Recipient, its licensed engineer and its attorney, if applicable, shall be available to participate in conference calls with PENNVEST to work through the Settlement process effective immediately after approval of this Funding Offer, unless such condition is expressly waived by PENNVEST. All conference call attendees should have electronic access to the PENNVEST Online Funding Request website during all scheduled conference calls.

General Financial Terms & Conditions

Funds Disbursement Process

As a condition of this Funding Offer, Funding Recipient understands that it will be required to participate in PENNVEST's funds disbursement process.

Financial Statements

If applicable, within one hundred eighty (180) days after the end of each fiscal year, the Funding Recipient shall transmit to PENNVEST its financial statements using PENNVEST's facsimile procedure on the PENNVEST website under Annual Financial Statement / Audit Report Submission. The financial statements shall consist of a balance sheet, income statement and statement of source and application of funds. Such financial statements:

- a. Shall be prepared by an independent public accounting firm approved by the Authority;
- b. Shall be prepared in accordance with generally accepted accounting principles and practices consistently applied or generally accepted governmental accounting principles and practices consistently applied, as applicable;
- c. Shall be in a form satisfactory to PENNVEST; and
- d. Shall be certified as true and correct by the chief financial officer of the Funding Recipient.

Confidential Information

The Funding Recipient agrees not to include confidential or proprietary information or trade secrets as part of any submission to PENNVEST in response to this Funding Offer or in preparation for Settlement. If the Funding Recipient determines that it must divulge such information as part of its submissions, the Funding Recipient agrees to submit a signed written statement to that effect in accordance with 65 P.S. § 67.707(b) and agrees to additionally provide a redacted version of its proposal, which removes only the confidential or proprietary information and trade secrets for public disclosure purposes.

Right-to-Know Law

- a. The Pennsylvania Right-to-Know Law (hereinafter referred to as the "RTKL"), 65 P.S. §§ 67.101-3104, applies to this Funding Offer and all documents provided to PENNVEST in connection with Settlement (the "Funding Documents"). For the purpose of administering the matters relating to the RTKL set forth in this Section, the applicable "Commonwealth agency" as provided in the RTKL shall be PENNVEST. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the RTKL.
- b. If PENNVEST needs the Funding Recipient's assistance in any matter arising out of the RTKL, PENNVEST shall notify the Funding Recipient in writing.
- c. Upon written notification from PENNVEST that it requires the Funding Recipient's assistance in responding to a request under the RTKL for information that may be in the Funding Recipient's possession, constituting, or alleged to constitute, a Public Record in accordance with the RTKL, Funding Recipient shall:
 - (i) Provide PENNVEST, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Funding Recipient's possession arising out of this Funding Offer or the Funding Documents that PENNVEST reasonably believes may be a Public Record under the

RTKL ("Requested Information"), to permit PENNVEST to evaluate whether such Requested Information is, in fact, a Public Record within the scope of the subject RTKL information request; provided, however, that providing such Requested Information not previously in PENNVEST's possession shall not be considered an admission by the Funding Recipient that such records are Public Records under the RTKL; and

(ii) Provide such other assistance as PENNVEST reasonably may request, in order to comply with the RTKL.

If the Funding Recipient fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Funding Recipient shall indemnify and hold PENNVEST harmless for any damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure, including any statutory damages assessed against PENNVEST.

d. If the Funding Recipient considers the Requested Information not to be a Public Record, or exempt from production due to the inclusion of trade secret, confidential proprietary information, or any other reason for exemption from production as a Public Record under the RTKL, the Funding Recipient shall provide a written statement to PENNVEST within seven (7) days of receipt of PENNVEST's request for the Requested Information. This statement shall be signed by a representative of the Funding Recipient, explaining why the Funding Recipient considers the Requested Information exempt from public disclosure.

e. If such a written statement is timely provided, PENNVEST will rely upon it in denying a RTKL request for the information. However, if PENNVEST reasonably determines that such written statement is patently flawed or the Requested Information is, on its face, clearly not protected from disclosure under the RTKL, the Funding Recipient shall, subject to its rights of appeal, provide the Requested Information within five (5) business days of notification of PENNVEST's decision.

If the Funding Recipient fails to provide the Requested Information within the five (5) business days, the Funding Recipient shall indemnify and hold PENNVEST harmless from any damages, legal fees, penalties, detriment or harm, including statutory damages assessed against PENNVEST that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure to provide the records.

f. The Funding Recipient shall be entitled to challenge or appeal any decision of PENNVEST, the Commonwealth Office of Open Records ("OOR") or any applicable court mandating the release of any record to the public which the Funding Recipient believes is not properly subject to disclosure under the RTKL; provided, however, that (i) the Funding Recipient shall be solely responsible for all costs related to such action; and (ii) the Funding Recipient shall indemnify and hold harmless PENNVEST from and against any and all legal fees, damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of such action, including any statutory damages assessed against PENNVEST, regardless of the outcome of such legal challenge. If the Funding Recipient does not appeal or is not successful after final appeal from a determination by the OOR or Pennsylvania courts, the Funding Recipient agrees to waive all rights or remedies that may be available to it as a result of PENNVEST's subsequent disclosure of Requested Information pursuant to such a decision by the OOR or Pennsylvania courts. PENNVEST will reimburse the Funding Recipient for any costs associated with complying with this provision, but only to the extent allowed under the fee schedule established by the OOR, or as otherwise provided by the RTKL, if the fee schedule is inapplicable.

g. Notwithstanding the foregoing, nothing set forth herein is intended, nor shall it be construed, to expand the Funding Recipient's obligations, or PENNVEST's authority, beyond those obligations and authority, respectively, as are set forth in the RTKL, and the sole remedy for any failure by the Funding Recipient to perform any obligation arising hereunder, or under the RTKL, shall be limited to those specifically provided for pursuant to the RTKL, and the failure of the Funding Recipient to comply with the provisions of this Section shall not constitute a default or Event of Default under the Funding Offer or the Funding Documents.

Error! Unknown document property name.

EXHIBIT C-2

FUNDING OFFER (SOLIDS)

This Funding Offer is based upon the information submitted for consideration. This offer includes the amount of

PENNVEST funding, interest rate, repayment term, as well as the standard terms and conditions that accompany

the offer. You must accept the offer in order to continue on to the settlement checklist and information collection

process.

Cost Break Down

PHASE PENNVEST LOCAL TOTAL

Administrative \$0.00 \$0.00 \$0.00

Legal \$50,000.00 \$0.00 \$50,000.00

Financial/Accounting \$50,000.00 \$0.00 \$50,000.00

Interest \$0.00 \$0.00 \$0.00

Engineering \$1,829,235.00 \$0.00 \$1,829,235.00

Permits \$0.00 \$0.00 \$0.00

Lands \$0.00 \$0.00 \$0.00

Construction \$33,605,000.00 \$0.00 \$33,605,000.00

Contingency \$1,680,250.00 \$0.00 \$1,680,250.00

Other \$0.00 \$0.00 \$0.00

TOTAL \$37,214,485.00 \$0.00 \$37,214,485.00

PENNVEST Funding Offer

Loan Amount: \$37,214,485.00

Non-Repayment Amount: \$0.00

Credit Enhancement Amount: \$0.00

Estimated Monthly Payments for Years 1 through 5: \$171,147.30

Estimated Monthly Payments for Years 6 through Maturity: \$171,147.30

Amortization Period in Months: 240

Interest Only Period: (up to) 36

Interest Rate of Loan for Years 1 through 5: 1.000

Interest Rate of Loan for Years 6 through Maturity: 1.000

Credit Enhancement Type: None

Credit Enhancement Fee: \$0.00

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Terms And Conditions

Funding Recipient

For purposes of this Funding Offer, Company may be referred to herein as Funding Recipient.

General Financial Terms & Conditions

Funds Availability

Funding Recipient agrees that this Funding Offer is subject to the availability of PENNVEST funds.

Repayment

Funding Recipient agrees to repay PENNVEST in accordance with the terms set forth in this Funding Offer.

Funding Offer Acceptance

Funding Recipient agrees to make every effort to accept this Funding Offer within thirty (30) days from the date the Board approved the funding for this project. In any event, if the Funding Offer is not accepted within forty-nine (49) days from the date the Board approved the funding for this project, the Funding Offer

will be withdrawn unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

Settlement Date

Funding Recipient agrees to make every effort to confirm the contractual obligations with PENNVEST and to provide consideration for this Funding Offer ("Settlement") within one hundred and eighty two (182) days

from the date the Board approved the original funding for this project ("Settlement Date"). In any event, if a

Settlement Date does not occur within two hundred and seventy six days (276) days from the date the Board approved the original funding for this project, this Funding Offer will terminate unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

Collateral

Collateral

1. The note of the City of Reading secured by a lien on its sewer revenues.
2. The note of the City of Reading shall also be secured by a pledge of its taxing authority.

Special Conditions

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Collateral

Funding Recipient agrees, if applicable, to secure repayment by providing the collateral set forth in this Funding Offer. Any change to the collateral set forth in the Funding Offer shall require a written request from the Funding Recipient and the consent of PENNVEST.

General Financial Terms & Conditions

Revenue Stream

If applicable, Funding Recipient agrees to provide, in a form satisfactory to PENNVEST, evidence that Funding Recipient has a revenue stream sufficient to repay the debt service on the financial assistance provided by PENNVEST, unless PENNVEST has approved the use of other collateral independent of the revenue stream to secure repayment. In addition, the Funding Recipient shall enact an ordinance, adopt a resolution, or take other such official action as may be appropriate, prior to Settlement, which provides for the implementation of sufficient rates or revenues to cover all operational and maintenance costs, the debt service on any PENNVEST loan and the debt service on all other outstanding debt of the Funding Recipient at least three (3) months prior to the scheduled amortization date (as defined in the Funding Agreement). In any event, Funding Recipient shall provide, in a form satisfactory to PENNVEST, a plan for repayment of any PENNVEST loan. If Funding Recipient is regulated by the Public Utility Commission ("PUC"), Funding Recipient agrees to take all necessary actions to obtain PUC approval of revenue stream

rates.

Payment of Costs

Funding Recipient agrees, without condition, to pay all reasonable fees, expenses, taxes, costs and charges associated with the financial assistance being provided by PENNVEST, including but not limited to, title insurance premiums and search fees, survey costs, and recording and filing fees, if any.

Additional Information

Funding Recipient agrees that PENNVEST can require additional information or documentation and impose further conditions if PENNVEST deems necessary based upon review of the information submitted

by the Funding Recipient.

Assignment

Funding Recipient agrees not to assign the proceeds from the financial assistance provided by PENNVEST without the prior written consent of PENNVEST. Any attempt at assignment without consent shall be void.

Modification

Funding Recipient agrees that no change or modification to this Funding Offer shall be valid unless the Funding Recipient and PENNVEST agree to such change or modification in writing.

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Entire Agreement

Funding Recipient further agrees that this Funding Offer represents the entire funding offer agreement between the parties and to the extent this offer represents an increase funding approval this offer integrates and includes any and all prior or contemporaneous agreements between the parties relating to this project.

General Financial Terms & Conditions

Survival

Funding Recipient agrees that the obligations set forth in this Funding Offer shall survive Settlement on the

financial assistance and shall be continuing obligations until all required payments, including applicable interest and fees, have been made in full and all other obligations have been fully completed and

discharged.

Outstanding Financial Assistance

Funding Recipient agrees that, to the extent that financial assistance requiring repayment was previously provided to funding recipient by the Water Facilities Loan Board or PENNVEST and has not been fully repaid, Funding Recipient is in compliance with obligations under the prior funding documents and is not delinquent on repayment.

Refinancing

Funding Recipient shall not use PENNVEST funds to replace long-term financing that has been offered or committed to the Funding Recipient at reasonable rates as of the date of this Funding Offer.

Independent Audits

Funding Recipient agrees, if required by PENNVEST, to obtain independent audits of its financial documents and condition and to submit certified copies of such audits to PENNVEST.

Other Obligations

Funding Recipient agrees that accepting funding from PENNVEST will not result in a default by Funding Recipient on any other obligation of Funding Recipient, including but not limited to, a default pursuant to the terms of any bond offering, indenture, mortgage, restriction, lease, or other agreement. Funding Recipient agrees to provide PENNVEST with evidence that no such default will occur, in a form satisfactory to PENNVEST, prior to the Settlement Date.

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Insurance

Funding Recipient agrees to maintain, or cause to be maintained, adequate business insurance coverage on its business assets for the term of the financial assistance including the construction period and to provide PENNVEST with evidence of such insurance, in a form satisfactory to PENNVEST, prior to the Settlement Date. In the event of a Brownfields project, Funding Recipient also agrees to obtain and cause to be maintained environmental cost cap and remediation liability insurance until such time that Funding Recipient receives a letter from DEP releasing the Funding Recipient from liability of known contaminants under Act 2, a later defined term. In the event PENNVEST obtains a mortgage as collateral, Funding

Recipient also agrees to obtain a lenders title insurance policy and endorsements on terms and conditions

acceptable to PENNVEST.

General Financial Terms & Conditions

Tax-Exempt Financing

Funding Recipient agrees not to report any funding received from PENNVEST as a tax-exempt financing.

Automatic Debit/Credit

Funding Recipient agrees to comply with any automated debit or credit system that PENNVEST may institute.

Attorney

Funding Recipient agrees, if applicable, to retain an attorney, licensed to practice law in the Commonwealth of Pennsylvania, to provide legal assistance and advice to the Funding Recipient with regard to the terms and conditions of this Funding Offer and to provide the requisite opinions of counsel at

Settlement. Funding Recipient agrees to provide PENNVEST with a copy of its engagement letter, which shall include the attorney's total anticipated fee with respect to the project, in a form satisfactory to PENNVEST, prior to the Settlement Date. At Settlement, the Funding Recipient shall furnish to PENNVEST an opinion of the Funding Recipient's counsel, in a form satisfactory to PENNVEST, that, among other things, the Funding Recipient is duly organized and authorized to enter into the transaction; that the transaction and its terms do not violate any rules, regulations, laws, orders or agreements by which the Funding Recipient is bound; that there is no litigation threatened or pending that will affect the Funding Recipient's ability to enter into the transaction or complete this project; and that the Funding Recipient has acquired, and has good and marketable title to, all real property interests necessary to complete this project. The opinion letter will also address any other matters to which PENNVEST wishes the Funding Recipient's counsel to opine.

Conference Calls

As a condition of this Funding Offer, Funding Recipient, its licensed engineer and its attorney, if applicable,

shall be available to participate in conference calls with PENNVEST to work through the Settlement

process effective immediately after approval of this Funding Offer, unless such condition is expressly waived by PENNVEST. All conference call attendees should have electronic access to the PENNVEST Online Funding Request website during all scheduled conference calls.

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Funds Disbursement Process

As a condition of this Funding Offer, Funding Recipient understands that it will be required to participate in

PENNVEST's funds disbursement process.

General Financial Terms & Conditions

Financial Statements

If applicable, within one hundred eighty (180) days after the end of each fiscal year, the Funding Recipient

shall transmit to PENNVEST its financial statements using PENNVEST's facsimile procedure on the PENNVEST website under Annual Financial Statement / Audit Report Submission. The financial statements shall consist of a balance sheet, income statement and statement of source and application of funds. Such financial statements:

- a. Shall be prepared by an independent public accounting firm approved by the Authority;
- b. Shall be prepared in accordance with generally accepted accounting principles and practices consistently applied or generally accepted governmental accounting principles and practices consistently applied, as applicable;
- c. Shall be in a form satisfactory to PENNVEST; and
- d. Shall be certified as true and correct by the chief financial officer of the Funding Recipient.

Confidential Information

The Funding Recipient agrees not to include confidential or proprietary information or trade secrets as part

of any submission to PENNVEST in response to this Funding Offer or in preparation for Settlement. If the Funding Recipient determines that it must divulge such information as part of its submissions, the Funding

Recipient agrees to submit a signed written statement to that effect in accordance with 65 P.S. § 67.707(b)

and agrees to additionally provide a redacted version of its proposal, which removes only the confidential or proprietary information and trade secrets for public disclosure purposes.

Right-to-Know Law

a. The Pennsylvania Right-to-Know Law (hereinafter referred to as the “RTKL”), 65 P.S. §§ 67.101-3104, applies to this Funding Offer and all documents provided to PENNVEST in connection with Settlement (the

“Funding Documents”). For the purpose of administering the matters relating to the RTKL set forth in this Section, the applicable “Commonwealth agency” as provided in the RTKL shall be PENNVEST.

Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the RTKL.

b. If PENNVEST needs the Funding Recipient’s assistance in any matter arising out of the RTKL, PENNVEST shall notify the Funding Recipient in writing.

c. Upon written notification from PENNVEST that it requires the Funding Recipient’s assistance in responding to a request under the RTKL for information that may be in the Funding Recipient’s possession, constituting, or alleged to constitute, a Public Record in accordance with the RTKL, Funding Recipient shall:

(i) Provide PENNVEST, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Funding Recipient’s possession arising out of this Funding Offer or the Funding Documents that PENNVEST reasonably believes may be a Public Record under the

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RTKL (“Requested Information”), to permit PENNVEST to evaluate whether such Requested Information is, in fact, a Public Record within the scope of the subject RTKL information request; provided, however, that providing such Requested Information not previously in PENNVEST’s possession shall not be considered an admission by the Funding Recipient that such records are Public Records under the RTKL; and

(ii) Provide such other assistance as PENNVEST reasonably may request, in order to comply with the RTKL.

If the Funding Recipient fails to provide the Requested Information within ten (10) calendar days after

receipt of such request, the Funding Recipient shall indemnify and hold PENNVEST harmless for any damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure, including any statutory damages assessed against PENNVEST.

d. If the Funding Recipient considers the Requested Information not to be a Public Record, or exempt from production due to the inclusion of trade secret, confidential proprietary information, or any other reason for exemption from production as a Public Record under the RTKL, the Funding Recipient shall provide a written statement to PENNVEST within seven (7) days of receipt of PENNVEST's request for the

Requested Information. This statement shall be signed by a representative of the Funding Recipient, explaining why the Funding Recipient considers the Requested Information exempt from public disclosure.

e. If such a written statement is timely provided, PENNVEST will rely upon it in denying a RTKL request for the information. However, if PENNVEST reasonably determines that such written statement is patently flawed or the Requested Information is, on its face, clearly not protected from disclosure under the RTKL, the Funding Recipient shall, subject to its rights of appeal, provide the Requested Information within five (5) business days of notification of PENNVEST's decision.

If the Funding Recipient fails to provide the Requested Information within the five (5) business days, the Funding Recipient shall indemnify and hold PENNVEST harmless from any damages, legal fees, penalties,

detriment or harm, including statutory damages assessed against PENNVEST that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure to provide the records.

f. The Funding Recipient shall be entitled to challenge or appeal any decision of PENNVEST, the Commonwealth Office of Open Records ("OOR") or any applicable court mandating the release of any record to the public which the Funding Recipient believes is not properly subject to disclosure under the RTKL; provided, however, that (i) the Funding Recipient shall be solely responsible for all costs related to such action; and (ii) the Funding Recipient shall indemnify and hold harmless PENNVEST from and against any and all legal fees, damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of such action, including any statutory damages assessed against PENNVEST, regardless of the outcome of such legal challenge. If the Funding Recipient does not appeal or is not

successful after final appeal from a determination by the OOR or Pennsylvania courts, the Funding Recipient agrees to waive all rights or remedies that may be available to it as a result of PENNVEST's subsequent disclosure of Requested Information pursuant to such a decision by the OOR or Pennsylvania

courts. PENNVEST will reimburse the Funding Recipient for any costs associated with complying with this provision, but only to the extent allowed under the fee schedule established by the OOR, or as otherwise provided by the RTKL, if the fee schedule is inapplicable.

g. Notwithstanding the foregoing, nothing set forth herein is intended, nor shall it be construed, to expand the Funding Recipient's obligations, or PENNVEST's authority, beyond those obligations and authority, respectively, as are set forth in the RTKL, and the sole remedy for any failure by the Funding Recipient to perform any obligation arising hereunder, or under the RTKL, shall be limited to those specifically provided for pursuant to the RTKL, and the failure of the Funding Recipient to comply with the provisions of this Section shall not constitute a default or Event of Default under the Funding Offer or the Funding Documents.

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Nutrient/Environmental Credits

The nutrient credits, or any other marketable environmental credits, (if any) generated as a result of this subsidized funding, as well as any proceeds derived from the subsequent sale of the same, shall be the property of PENNVEST to the extent of the value of the subsidy associated with credit generating project components. Thus a grant, principal forgiveness offer or subsidized interest rate loan shall afford PENNVEST ownership in the credits and proceeds derived therefrom in an amount equal to the grant, principal forgiveness or the present value of the interest rate subsidy provided, to the extent such funds were used to finance credit generating project components, including a proportionate share of indirect costs. At the time of Settlement, once project costs are known based on bids in hand, a preliminary estimate of the value of the subsidy will be calculated and included in the Funding Agreement. Once final project costs are determined, the final value of the subsidy will be calculated by PENNVEST at the time of project closeout. PENNVEST shall have the right to collect nutrient credits, or proceeds of the sale of same, until the end of the useful life of the Project, which date will be included in the Funding Agreement.

The end of the useful life of the Project will be calculated by PENNVEST in its sole discretion; however, PENNVEST will use industry standards in making its determination of the useful life of the Project. The Funding Recipient shall take all steps necessary to certify, verify or register any nutrient credits or other credits generated as a result of the Project Funding that are owned by PENNVEST and for which PENNVEST requests such steps to be taken on the part of the Funding Recipient. PENNVEST will reimburse reasonable costs (as determined by PENNVEST) incurred by the Funding Recipient for the actions undertaken to comply with this requirement, provided that there are sufficient revenues accruing to PENNVEST from its ownership interest in these nutrient or other credits. If such revenues are insufficient, PENNVEST, at its discretion, may use other revenues for this purpose. Notwithstanding the foregoing, PENNVEST hereby agrees that the Funding Recipient shall be entitled to retain no less than fifty percent (50%) of all nutrient credits generated in any water compliance year, or no less than fifty percent (50%) of the proceeds derived from the subsequent sale of the same. PENNVEST, in its sole discretion, has the right to claim up to fifty percent (50%) of the nutrient credits generated by the Funding Recipient in any water compliance year, or up to fifty percent (50%) of the proceeds derived from the subsequent sale of the same. If the Funding Recipient desires to sell nutrient credits generated as a result of this Project Funding, the Funding Recipient shall obtain the PENNVEST's prior written consent, at which time PENNVEST will issue a determination as to whether it intends to redeem any nutrient credits, or proceeds of the sale of the same. If the Funding Recipient delivers nutrient credits to PENNVEST, the per-credit value of the nutrient credit shall be equal to the most recent price at which credits of that particular nutrient type and watershed type were sold in PENNVEST's nutrient credit auction, or if that information is not available, the most recent price at which the closest nutrient credit type and watershed type were sold in PENNVEST's nutrient credit auction, as determined by the Authority in its sole discretion.

General Financial Terms & Conditions

Construction Start

Funding Recipient agrees that construction shall not be initiated prior to the Settlement Date unless Funding Recipient has obtained prior written authorization from PENNVEST.

Construction-Related Terms & Conditions

Engineering

Funding Recipient agrees, if applicable, to retain a licensed engineer competent to design and/or implement the project and provide construction oversight. Funding Recipient agrees to provide PENNVEST with evidence of such engineer's agreement, including the engineer's total fee to complete the project, in a form satisfactory to PENNVEST, prior to the Settlement Date.

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Continuing Education

Funding Recipient agrees to comply with the continuing education requirements set forth in the Pennsylvania Infrastructure Investment Authority Act, March 1, 1988, P.L.82, No. 16, as amended, 35 P.S.

§ 751.10(j).

Construction-Related Terms & Conditions

Steel Products

Funding Recipient agrees to comply with the provisions of the Steel Products Procurement Act, March 3, 1978, P.L. 6, No. 3, 73 P.S. § 1881 et seq., in every construction contract awarded for this project.

Real Estate

Prior to Settlement on this Funding Offer, Funding Recipient agrees to acquire all easements, rights-of-way,

or other interests in real property needed for the construction of the project, and to have its attorney opine that all real property interests are free and clear of all liens and encumbrances other than those liens

and encumbrances which will not adversely interfere with the project. If property interests are being acquired through condemnation and appeal rights have not been waived, PENNVEST will not conduct Settlement until the appeal period has expired and any preliminary objections have been satisfactorily resolved. If PENNVEST assumes an interest in real estate as a part of its collateral securing the PENNVEST funding, Funding Recipient agrees to obtain an appraisal and survey of the real estate and title insurance on the real estate on terms and conditions satisfactory to PENNVEST.

Permits

Funding Recipient agrees to obtain all permits needed for the construction of the project prior to Settlement

on this Funding Offer. PENNVEST will not conduct Settlement until all appeal periods for such permits have expired. If an appeal is filed, PENNVEST, in its sole discretion, may choose not to conduct Settlement on this Funding Offer until the appeal is satisfactorily resolved.

Compliance

Funding Recipient agrees to comply with all local, state and federal statutes, regulations, and permit requirements applicable to the construction of the project and the operation of the project or system of which the project is a component part.

Bid Requirement

Funding Recipient agrees that no specification for bids in connection with the project financed by this Funding Offer shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment and, if available, Funding Recipient shall include at least two brand names or trade names of comparable quality or utility followed by the words "or equal".

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Construction Contracts

Funding Recipient agrees to enter into written contracts with parties constructing the project and to require

insurance, performance bonds and payment bonds covering the work to be performed. Funding Recipient agrees to provide PENNVEST with evidence of such contracts, insurance and bonds, in a form satisfactory

to PENNVEST, prior to the Settlement Date.

Construction-Related Terms & Conditions

Performance Certification

On the one-year anniversary of completion of the project, Funding Recipient agrees, if applicable, to provide PENNVEST with certification from a licensed engineer or other designated professional that the design, construction, maintenance and operation of the project system is consistent with the plans and

specifications, as approved by PENNVEST and DEP.

Funding Additional Costs of Construction

Prior to Settlement on this Funding Offer, Funding Recipient agrees to provide evidence to PENNVEST of all other sources of funding which will be used to finance any portion of the construction costs for this project. Funding Recipient further acknowledges that this Funding Offer does not obligate PENNVEST to finance any increase in the cost of the construction for this project.

Project Scope

Funding Recipient agrees not to change the scope of the project as presented to PENNVEST in its application, and any associated plans and specifications, without the express written consent of PENNVEST. If prior to Settlement a change of scope affects the project priority ranking previously assigned to this project to the extent that it would not have been approved by the PENNVEST Board of Directors, this Funding Offer, and any acceptance thereof, shall be null and void.

Cost-effectiveness Analysis

If prior to Settlement, PENNVEST determines that the nutrient discharge problem to be alleviated by the project being funded by this Funding Offer can be more cost-effectively achieved through the purchase of nutrient credits, then PENNVEST reserves the right, in its sole discretion, to modify the terms and conditions of this Funding Offer to accommodate the purchase of nutrient credits.

Land Acquisition Costs

To the extent this Project will be funded in whole or in part with monies obtained by PENNVEST from the Unconventional Gas Well Fee Act, February 14, 2012, P.L. 87, No. 13, 58 Pa.C.S. §2301 et seq. and Funding Recipient is an authorized organization as defined in 27 Pa.C.S. §6103, the Funding Recipient agrees not to use funds provided through this offer for land acquisition unless the Funding Recipient has obtained the written consent of the county and municipality in which the land is situated in accordance with

58 Pa.C.S. §2315(b)(2).

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Discrimination

Funding Recipient agrees not to discriminate on the basis of race, color, religious creed, ancestry, age,

sex, natural origin, non-job related handicap or disability, or the use of a guide or support animal because of the blindness, deafness or physical handicap against any individual or independent contractor in activities funded by this Funding Offer, and shall be in compliance with the Pennsylvania Human Relations

Act, Oct. 27, 1955, P.L. 744, No. 222, as amended, 43 P.S. § 951 et seq.

Management Terms & Conditions

Contractor Responsibility

Consistent with Commonwealth Management Directive 215.9, Contractor Responsibility Program, dated April 16, 1999, Funding Recipient certifies that neither Funding Recipient nor any contractor or supplier providing services on this project are under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government. Funding Recipient further certifies that it has no delinquent tax liabilities or other Commonwealth obligations. If any suspension, debarment or delinquent obligation arises during the term of the agreement with PENNVEST for financial assistance, Funding Recipient agrees to notify PENNVEST within 15 days. Moreover, Funding Recipient agrees that failure to provide such notice shall constitute a default of the agreement. Funding Recipient agrees to be responsible

for all necessary and reasonable costs incurred by the Office of Inspector General in investigating compliance with this provision when such investigation results in suspension or debarment of Funding Recipient or a contractor providing services on this project.

Contractor Integrity

Funding Recipient agrees to comply, and to require compliance by any contractors providing services on this project, with the contractor integrity provisions set forth in Management Directive 215.8, Contractor Integrity Provisions for Commonwealth Contracts, dated December 20, 1991.

Inspection/Audit

Funding Recipient agrees that PENNVEST, or its agents and representatives, shall have the right to inspect the project and audit the financial condition of Funding Recipient at any and all reasonable times. Funding Recipient further agrees to allow PENNVEST, or its agents and representatives, to examine and make copies of its drawing, plans, books, records, accounting data and other documents pertaining to the project or the financial condition of Funding Recipient.

Default

Funding Recipient agrees that PENNVEST, upon the occurrence of any of the following events, may declare Funding Recipient in default and exercise any available rights or remedies as PENNVEST deems necessary and appropriate:

- a. **Material Change.** A material adverse change in conditions represented to PENNVEST at or prior to Settlement on this Funding Offer relating to: (1) the financial condition of the Funding Recipient or any guarantor, (2) the Funding Recipient's ownership interest in or physical condition of the real property required for the project, or (3) the nature/scope of the project; or
- b. **Bankruptcy.** The filing by or against the Funding Recipient or any guarantor of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee; or the making by the Funding Recipient or any guarantor of an assignment for the benefit of creditors, or in the event of any similar act or ordinance.
- c. **Suspension/Debarment.** Failure to notify PENNVEST within 15 days of any suspension or debarment of the Funding Recipient, its contractors or suppliers by the Commonwealth of Pennsylvania, any other state or the federal government, or failure to notify PENNVEST within 15 days of any delinquent tax liability or other Commonwealth obligation of the Funding Recipient.

This provision shall apply from the date of the issuance of this Funding Offer through the Settlement Date.

Management Terms & Conditions

Public Relations, Lobbying, Litigation

Funding Recipient agrees not to use funds provided through this offer for the purpose of public relations, outreach not directly related to project implementation, communications, lobbying or litigation costs.

Recycled Materials

Funding Recipient agrees to comply with Section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and regulations set forth in 40 C.F.R. Part 247, which require that preference be given in procurement programs to the purchase of specific products containing recycled material.

Additional Terms & Conditions For Federally-Funded Projects

Land Costs

Funding Recipient agrees not to use PENNVEST funds for the acquisition of real property or interests therein, unless the acquisition is integral to the project (i.e., is needed for the purpose of locating eligible project components).

Bonding

Funding Recipient agrees to require bid guarantees, performance bonds and payment bonds in accordance with 40 C.F.R. § 31.36(h) and shall provide PENNVEST with evidence of compliance prior to the Settlement Date.

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Relocation/Real Property Acquisition

Funding Recipient agrees to comply with Section 305 of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, January 2, 1971, P.L. 91-646, Title III, § 305, as amended, 42 U.S.C. § 4655 and Funding Recipient may use funds provided through this Funding Offer for costs associated with such compliance provided such costs are otherwise eligible.

Additional Terms & Conditions For Federally-Funded Projects

Debarment/Suspension

Funding Recipient agrees to comply with 2 C.F.R. Part 180, Subpart C and shall certify that no contractor or subcontractor retained to perform work on this project has been debarred or suspended by the United States Environmental Protection Agency. The Funding Recipient may access the federal suspension and debarment information at <http://www.sam.gov>.

Criminal Offenses

Funding Recipient agrees to certify that no person convicted of a criminal offense pursuant to Section 113 (c) of the Clean Air Act, 42 U.S.C. § 7413(c), or Section 309(c) of the Clean Water Act, 33 U.S.C. § 1319 (c), will provide any goods, materials or services on this project from the facility that gave rise to such offense if the facility is owned, leased or supervised by the convicted person.

Coordination

Funding Recipient agrees to coordinate the review of this project with areawide planning agencies or local

governments in accordance with Executive Order 12372, Intergovernmental review of Federal programs, issued July 14, 1982.

Lobbying

Funding Recipient agrees to comply with restrictions on lobbying set forth in 31 U.S.C. § 1352 and 40 C.F.R. Part 34, which prohibit the use of federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action.

Drug-Free Workplace

Funding Recipient agrees to comply with the provisions in 40 C.F.R. Part 32, Subpart F, Drug-Free Workplace Requirements.

Single Audit

Funding Recipient agrees to comply with all applicable federal and state grant requirements including the Single Audit Act Amendments of 1996, July 5, 1996, P.L. 104-156, § 2, 31 U.S.C. §§ 7501-7507; 2 CRF Part 200 as amended, and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

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Race, Color or National Origin Discrimination

Funding Recipient agrees not to discriminate on the basis of race, color or national origin in any activity funded by this Funding Offer in accordance with Title VI of the Civil Rights Act of 1964, July 2, 1964, P.L. 88-352, Title VI, 42 U.S.C. § 2000d.

Additional Terms & Conditions For Federally-Funded Projects

Age Discrimination

Funding Recipient agrees not to discriminate on the basis of age in any activity funded by this Funding Offer in accordance with the Age Discrimination Act, Nov, 28, 1975, P.L. 94-135, as amended, 42 U.S.C. § 6101 et seq.

Disability Discrimination

Funding Recipient agrees not to discriminate on the basis of disability in any activity funded by this

Funding Offer in accordance with the Section 504 of the Rehabilitation Act of 1973, Sept. 26, 1973, P.L. 93

-112, Title V, § 504, 29 U.S.C. § 794.

Additional Disability Discrimination Requirement

Funding Recipient agrees not to discriminate on the basis of disability in any activity funded by this

Funding Offer in accordance with the Americans With Disabilities Act of 1990, P.L. 101-336, 42 U.S.C. § 12101 et seq., and federal regulations set for at 28 C.F.R. Part 35.

Sex Discrimination

Funding Recipient agrees not to discriminate on the basis of sex in any activity funded by this Funding Offer in accordance with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Oct. 18, 1972, Pub.L. 92-500, § 13, and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq., as amended.

Environmental Justice

In accordance with Executive Order 12898, dated February 11, 1994, Funding Recipient agrees not to fund

any action with this Funding Offer that will have disproportionately high and adverse human health or environmental effects on minority or low-income populations.

Equal Employment Opportunity

Funding Recipient agrees to provide an equal opportunity for employment in all contracts and subcontracts

funded by this Funding Offer in accordance with Executive Order 11246, dated September 24, 1965, as amended by Executive Order 11375, dated October 13, 1967, and as supplemented in Department of Labor regulations set forth at 41 C.F.R. Ch. 60.

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Federal Participation

Funding Recipient agrees to inform all parties that this project is being supported in part by Federal funding

when issuing statements, press releases, requests for proposals, bid solicitations and other documents related to the project.

Additional Terms & Conditions For Federally-Funded Projects

CFDA Number

This Project will be funded in whole or in part with federal monies obtained by PENNVEST from the U.S. Environmental Protection Agency, awarded by PENNVEST to the Funding Recipient through the Clean Water State Revolving Loan Fund carrying a Catalog of Federal Domestic Assistance (CFDA) number of 66.458.

Davis-Bacon Act Wage Rates

All laborers and mechanics employed by contractors and subcontractors providing services on this project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United State Secretary of Labor in accordance with Title 40, Chapter 31, Subchapter

IV of the United States Code. The Funding Recipient agrees to follow the requirements set forth in Attachment I, found by clicking on the link below, in complying with Davis-Bacon Wage Rate requirements,

which terms and conditions are fully incorporated herein by reference.

Pennvest.pa.gov > Services > Documents and Forms > Legal Conditions and Guidance > Davis-Bacon Governmental Entities

Copy URL below into browser:

<http://www.pennvest.pa.gov/Services/Documents/Davis-Bacon%20Governmental%20Entities.pdf>

Reporting Requirements

The Funding Recipient agrees to comply with all reporting requirements and requests for information or materials related to this Project which may be required by PENNVEST in order to comply with its reporting

requirements under the Federal Funding Accountability and Transparency Act.

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American Iron and Steel

If the plans and specifications for this project were reviewed and approved by DEP after January 17, 2014,

the Funding Recipient agrees to comply with the requirements for the purchase of American Iron and Steel

("AIS") in accordance with the provisions of the Federal Consolidated Appropriations Act, January 17,

2014, P.L. 113, No. 76, §436, in every construction contract awarded for this project.

(a) Definitions. As used in this term and condition—

(1) “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This term and condition implements the Water Resources Reform and Development Act of 2014 (WRRDA) by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) and (b)(3) of this section and condition.

(2) This requirement does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.

(3) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that:—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) Request for a Waiver under (b)(3)

(1) Any Funding Recipient request to use foreign iron or steel products in accordance with paragraph (b)(3)

of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(3) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made

available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with the FY 2015 Water Resource Reform and Development Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

Additional Terms & Conditions For Federally-Funded Projects

Architectural and Engineering Services

The Funding Recipient agrees to comply with the all requirements for the procurement of architectural and

engineering services as identified in 40 U.S.C. Section 1101 et. seq, for all architectural and engineering contracts executed, amended or renewed on or after October 1, 2014.

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Brownfields Projects

If the project receiving PENNVEST funding is being performed on a Brownfields site, then Funding

Recipient shall certify and provide evidence satisfactory to PENNVEST that the purpose of the Brownfields

project is to encourage the cleanup or reuse of contaminated property pursuant to Pennsylvania's Land Recycling and Environmental Remediation Standards Act ("Act 2"), 35 P.S § 6026.101 et seq., as

administered under the Pennsylvania Department of Environmental Protection ("DEP") Land Recycling Program. Such evidence shall include, but not be limited to, DEP review and approval of the project under Act 2 standards and DEP review and approval of the means and methods of remediation at the time of application, DEP review and approval of any changes in the means and methods of remediation at the time of Settlement and DEP review of the completed remediation project and release of the Funding Recipient from liability at the time of project completion. For purposes of this Funding Offer, the term construction includes remediation work on Brownfields sites.

Additional Terms & Conditions For Federally-Funded Projects

Minority/Women Businesses

Funding Recipient agrees to take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance of the federal Small Business Administration and the Minority Business Development Agency of the federal Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Nonpoint Source and Estuary Protection Projects

If the project receiving PENNVEST funding is a nonpoint source or estuary protection project, then Funding

Recipient shall construct or maintain the nonpoint source or estuary protection project contemplated herein, in order to comply with 25 Pa. Code §965.3. In the event the Funding Recipient maintains the project, or employs an agent to maintain the project on its behalf, such maintenance shall be for the useful

life of the equipment or asset, or the life of the loan (if applicable), whichever is greater.

Fiscal Sustainability Plan

If the Funding Recipient submitted its application for this project to PENNVEST on or after October 1, 2014

and the Funding Recipient is issuing to PENNVEST a debt obligation in the form of a note or the Funding Recipient has received a principal forgiveness loan, the Funding Recipient agrees to comply with all requirements for the development, implementation and certification of a fiscal sustainability plan pursuant to Section 603(d)(1)(E) of the Federal Water Pollution Control Act, January 4, 2011, P.L. 111-378, 33 U.S.C. §1383, as amended.

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Project Accounts

Funding Recipient shall comply with generally accepted government accounting standards, as it relates to the maintenance of project accounts, including standards relating to the reporting of infrastructure assets pursuant to Section 602(b)(9) of the Federal Water Pollution Control Act, January 4, 2011, P.L. 111-378, 33 U.S.C. §1382, as amended.

Additional Terms & Conditions For Federally-Funded Projects

PENNVEST recognizes that there may be aspects of this offer that the applicant may need to discuss during the loan closing process. In particular, the applicant may wish to request modifications to some of the terms and conditions contained in this offer. By signing this offer, the applicant is not precluded from raising such issues and making such requests during the loan closing process. PENNVEST will consider the merits of any such issues that the applicant raises during this process.

Disclaimer

On behalf of the PENNVEST Board, I Paul Marchetti, am hereby authorized to make this Funding Offer.

Paul Marchetti

Executive Director, PENNVEST

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By signing below,

Signor is an authorized signatory for the Funding Recipient.

Signor, on behalf of the Funding Recipient, hereby accepts the funding offer.

Signor, on behalf of the Funding Recipient, hereby accepts and agrees to the use of electronic signature as a legal

and binding signature.

Signature _____ **Date** _____

Signature

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Drafted by	Solicitor
Sponsored by/Referred by	Solicitor
Introduced on	October 12, 2015

BILL NO. _____ 2016

A N O R D I N A N C E

AN ORDINANCE PROVIDING FOR A TAX OF UP TO A MAXIMUM OF ONE AND THREE TENTHS PERCENT (1.3%) ON ALL EARNED INCOME AND NET PROFITS GENERATED IN THE CITY OF READING BY NON-RESIDENTS OF THE CITY OF READING FOR 2016.

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

SECTION 1. The City of Reading hereby imposes a tax of three tenths of one percent (0.3%) on all earned income and net profits generated by non-residents of the City of Reading within the City of Reading who are subject to payment of earned income and net profits tax to the taxpayer’s resident (domicile) taxing authority in the amount of one percent (1.0%).

SECTION 2. The City of Reading hereby imposes a tax of one and three tenths percent (1.3%) on all earned income and net profits generated by non-residents of the City of Reading within the City of Reading who are not subject to payment of earned income and profits tax to the taxpayer’s resident (domicile) taxing authority.

SECTION 3. The City of Reading hereby imposes a tax of a certain percentage which when added to the percentage imposed by the taxpayer’s resident (domicile) taxing authority equals one and three tenths percent (1.3%) on all earned income and net profits generated by non-residents of the City of Reading within the City of Reading.

SECTION 4. This tax on non-residents is hereby imposed on; (a) all salaries, wages, commissions and other compensation earned on or after January 1, 2016, during the calendar year 2016, by non-residents of the City for work done or services performed or rendered in the City of Reading; (b) the net profits earned on or after January 1, 2016, during the calendar year 2016, of businesses, professions or other activities conducted in the City of Reading by non-residents.

SECTION 5. This tax levied above shall not be shared by the School District, of Reading or otherwise, and non-residents shall continue to be given credit for the amount of earned income tax paid to their home municipal taxing authorities.

SECTION 6. The revenues resulting from the above tax may be used for general revenue purposes.

SECTION 7. This tax shall first be levied, collected and paid beginning on January 1, 2016, and during the calendar year of 2016 under all circumstances whether or not a fiscal year is used by the taxpayer.

SECTION 8. Should any section of this Ordinance be declared invalid for any reason, said declaration shall not have any affect on the remainder of this Ordinance.

SECTION 9. This Ordinance shall become effective January 1, 2016 and shall continue in effect until it may be repealed or modified by ordinance enacted by the City of Reading Council in accordance with the applicable Home Rule Charter provisions.

Enacted on _____ 2015

Jeffrey Waltman
President of Council

Attest:

Linda A. Kelleher
City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

Drafted by	City Clerk
Sponsored by/Referred by	Managing Director
Introduced on	October 12, 2015

Bill No. __ 2015
An Ordinance

AN ORDINANCE ESTABLISHING THE BUDGET FOR THE FUNDS OF THE CITY OF READING INCLUDING REVENUES AND EXPENSES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The budgeted revenues and expenses for the various funds of the City of Reading for the fiscal year beginning January 1, 2016, and ending December 31, 2016, shall be as set forth in Exhibit A attached hereto and made a part hereof.

SECTION 2. This ordinance shall be effective January 1, 2016.

Enacted _____, 2016

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

Drafted by	City Clerk
Sponsored by/Referred by	Managing Director
Introduced on	October 12, 2015

**Bill No. ____ 2015
An Ordinance**

AN ORDINANCE ESTABLISHING THE CAPITAL IMPROVEMENT PLAN BUDGET FOR THE CITY OF READING INCLUDING CAPITAL EXPENDITURES AND REVENUES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016.

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

SECTION 1. The budgeted expenses and revenues for the Capital Improvement Plan of the City of Reading for the fiscal year beginning January 1, 2016, and ending December 31, 2016, shall be set forth in Exhibit A, as attached hereto and made a part hereof.

SECTION 2. This Ordinance shall be effective January 1, 2016, said date being the beginning of the fiscal year of the City of Reading.

Enacted _____, 2015

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____
Date: _____

Drafted by	City Clerk
Sponsored by/Referred by	Managing Director
Introduced on	October 12, 2015

BILL NO. _____2015

AN ORDINANCE

AN ORDINANCE ESTABLISHING THE EMPLOYEE POSITIONS FOR THE CITY OF READING FOR THE FISCAL YEAR 2016.

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

SECTION 1. Employment positions for the City of Reading’s fiscal year beginning January 1, 2016, and ending December 31, 2016, shall be as set forth in Exhibit A attached hereto and made a part hereof.

SECTION 2. This Ordinance shall become effective January 1, 2016.

Enacted _____, 2015

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____