

**APPENDIX B: WEST READING BUSINESS IMPROVEMENT DISTRICT / WEST  
READING BOROUGH SERVICE AGREEMENT**

**SERVICES AGREEMENT BY AND BETWEEN**

**THE BOROUGH OF WEST READING**

**AND**

**THE WEST READING COMMUNITY REVITALIZATION FOUNDATION**

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between **THE BOROUGH OF WEST READING**, a Pennsylvania Municipal Corporation, organized as a Borough pursuant to the Pennsylvania Third Borough Code, having its principal offices located at 500 Chestnut Street, West Reading, Berks County, Pennsylvania (hereinafter referred to as the “Borough”); and.

**WEST READING COMMUNITY REVITALIZATION FOUNDATION**, a Pennsylvania non-profit organization, organized pursuant to the Pennsylvania Non-Profit Corporation Law, and as an IRS recognized 501(c)(3) corporation, having its principal offices located at 500 Chestnut Street, West Reading, Berks County, Pennsylvania (hereinafter referred to as the “NIDMA”).

**WHEREAS**, the NIDMA has requested the authorization of West Reading Community Revitalization Foundation to act as the Neighborhood Improvement District Management Association (“NIDMA”) for the West Reading Business Improvement District (WRBID) and

**WHEREAS**, the Borough and the NIDMA are taking the steps required to authorize West Reading Community Revitalization Foundation to act as the NIDMA; and

**WHEREAS**, Section 5(c)(3)(ii) of the NID Act requires that an agreement be entered into between the governing body of the Borough 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. BOROUGH RESPONSIBILITIES**

Maintenance of Base Level of Programs and Services. The Borough shall maintain the present base level of programs and services within the WRBID boundary area, defined as the combined area of the Central Business (CB) district and the General Business (GB) district of the Borough of West Reading. The Borough will not reduce the base level of programs and services contained in this agreement from its current level of services. These services shall include:

## 1. MAINTENANCE

- a. The sweeping and cleaning of streets shall be provided once a month and as needed coordinated between the Borough's Department of Public Works and the NIDMA, with no services offered between mid-December and mid-April when the street sweeper is closed for the year.
- b. The plowing and snow removal from municipal streets and parking areas as needed.
- c. The removal of snow from curb lines as needed and as coordinated between the Borough's department of Public Works and the NIDMA.
- d. The removal of snow in the municipal lot at Franklin Street and 7<sup>th</sup> Ave.
- e. The inspection and cleaning of the storm sewer system and sanitary sewer system ongoing and other maintenance that may be required as needed.
- f. The paving of local roads as needed, except Penn Avenue which is a state-owned road.
- g. The maintenance of trees, to be performed through the Shade Tree Ordinance/Commission, including, but not limited to, the regulation of trees within the right-of-way between the curb and sidewalk, which shall include the identification of diseased trees and the planting of new trees as permitted by the annual budget.
- h. Zoning and code administration and enforcement including the regulation of signage and property maintenance.
- i. Emptying all public trash receptacles on the sidewalks along the streets within the WRBID. Such service will be provided by either the Borough's contracted waste hauler or Borough staff, twice per week, and as needed coordinated by the Borough and NIDMA.
- j. Paying the electric bill related to street lighting, maintenance of street lamp posts, and replacement of street lamps within the WRBID.
- k. Installing seasonal banners.
- l. Installing and maintaining traffic signals and crosswalks within the WRBID subject to the approval of PennDOT as may be required.
- m. Painting of street lines and parking lines, including municipal lots as needed.
- n. Removing graffiti (as defined by WR Borough in (249-2 of the Code of Ordinances) from all public spaces including sidewalks, light fixtures, street furnishings, trash receptacles and bollards.

## 2. EVENTS AND MARKETING

- a. Providing the labor for street closing and regulation for NIDMA sponsored and Borough sanctioned events including all labor, Jersey barriers, 24 hours recycling bins, and necessary trash receptacles.

## 3. BUSINESS RECRUITMENT AND RETENTION

- a. Working with and providing such requested information as may be applicable and allowable to developers and investors.
- b. Providing timely assistance in the issuance of occupancy licenses and use permits by the Zoning Office.

## 4. CAPITAL IMPROVEMENTS

- a. Administering such grants as may be required, including but not limited to: sponsorships, applications, payments, maintenance of records and projects/ contract close-outs not specifically provided for as obligation of the NIDMA, pursuant to this Agreement, the NID Act, and such other applicable laws and regulations as may apply.
- b. Providing a Borough affiliated liaison, acting on behalf of Borough Council, to interact with the NIDMA on streetscape and other projects, including architectural concept designs for any future public space improvements.

## 5. PUBLIC SAFETY AND SECURITY

- a. Providing regular police patrols within the WRBID with increased frequency by foot patrol officers and traffic control on the streets as necessary, with increased frequency on foot and by bike when weather and staffing permits.
- b. Sharing of such crime-related data as may be relevant to the operations of the WRBID.
- c. Parking enforcement including municipal spaces on an ongoing basis.
- d. Enforcing safety related codes and ordinances on an ongoing basis, through the Code Enforcement Department.

## 6. WRBID LIEN ADMINISTRATION

- a. At the request of the NIDMA, the Borough of West Reading shall place a lien on each and every property that is delinquent in paying the WRBID assessment fee.

## **7. ADMINISTRATIVE SUPPORT**

- a. Invoicing and collecting the WRBID assessment and/or filing liens against delinquent properties upon request of the NIDMA

## **II. NIDMA RESPONSIBILITIES**

NIDMA Provided Services: The NIDMA shall provide the following services within the defined boundaries of the WRBID. The following represent those services specifically requested by the Borough, and may not necessarily include all services to be provided by the NIDMA. These services shall include:

### **1. MAINTENANCE**

- a. Streetscape Maintenance
  - i. Sweeping and disposal of debris (litter, cigarette butts, and leaves) from sidewalks and storm drains within the WRBID on a biweekly basis, particularly in and around bus stops. These services shall be provided as weather permits.
  - ii. Over the 5-year period of the BID, power washing the sidewalks in the WRBID area will be conducted on a planned rotating schedule to maintain cleanliness, safety and overall appearance.
- b. Property Maintenance
  - i. Removing graffiti (as defined by West Reading Borough in §249-2 of the Code of Ordinances) from buildings (ground level only) with the property owner's permission if requested, provided that this service can be safely performed in the sole discretion of the NIDMA.

### **2. PARKING SUPPORT**

- a. Internal Education/Awareness building
  - i. Communicate to the business and property owners within the WRBID any updates or changes to the parking conditions or regulations.
- b. External Education/Marketing
  - i. Communicate to the public and potential customers regarding location of parking, types of parking options, parking maps, parking rates, parking hours, etc. within the WRBID.

### **3. EVENTS AND MARKETING**

- a. General Image Advertising: Funding, production, coordination and maintenance of a general image campaign to include a mix of digital (social media, search engines,

video and ads) and traditional methods (print, billboards, and broadcast) advertising for the purpose of creating “top-of-the-mind” awareness of West Reading Business Improvement District.

- b. Website Development: Funding, production, coordination and maintenance of an online presence for West Reading Business Improvement District/Penn Avenue Business District which shall include links to local businesses within the WRBID and West Reading Borough government.
- c. Cooperative Advertising: Funding, production, coordination and maintenance of a joint promotion designed to promote those businesses within the WRBID to a local and regional audience. Such promotions shall include the ability of businesses within the WRBID to participate at discounted or group rates. Identified partners shall include, but need not be limited to: the Greater Reading Convention & Visitors Bureau for the County of Berks, Experience Reading and Berks County, West Reading Borough, local colleges and universities, the Greater Reading Chamber Alliance, and other similar statewide and regional organizations.
- d. Community Events: Funding, production, coordination and maintenance of both retail and special events designed to bring people into the WRBID and to encourage purchases by customers at businesses within the WRBID. Such events may include, but need not be limited to: Art on the Avenue, 2<sup>nd</sup> Fridays, Winter Farmers’ Market, Sunday Farmers’ Market, and various other seasonal and holiday events, Providing promotional and marketing support to businesses on the Borough website.

#### **4. BUSINESS RECRUITMENT AND RETENTION**

- a. Market Study: Working with business owners to develop a market assessment and analysis of the current WRBID customer and trade area; assess the supply and demand of the WRBID to establish the gap analysis of the existing businesses; determine and develop the WRBID business retention and business recruitment strategy.
- b. Business Recruitment Strategy: Developing online and print materials to be used for a targeted business recruitment strategy for the WRBID, such as a ‘Doing Business in West Reading Guide.’
- c. Providing promotional and marketing support to businesses on the Borough website.
- d. Updating and maintaining QR codes to provide access to location of businesses in the WRBID.

**5. CAPITAL IMPROVEMENTS**

- a. Work with the Borough and our grant writer to obtain grants specifically designed to enhance the WRBID district.

**6. OPERATIONAL MANAGEMENT AND ADMINISTRATION**

- a. Undertaking an annual audit and the preparation of an annual report.
- b. Hiring of appropriate staff and program personnel.
- c. Additional fundraising, grant applications, etc. as needed.

**III. CONTRACT TIME FRAME**

The contract between the Borough and the NIDMA will commence on the date of its approval and terminate June 30, 2031. The contract shall remain in force for the full term of the designated NIDMA unless either party serves sixty (60) days' notice of termination.

**IV. INDEMNIFICATION**

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

**V. BOROUGH LIAISON**

The NIDMA will communicate with and update the Borough relative to the operations of the WRBID not less than quarterly and the Borough shall designate a Borough Liaison in writing who shall act as the official Borough contact to the NIDMA.

**VI. FAILURE TO PERFORM REQUIRED SERVICES**

In the event that either party fails to perform the services contained in this Agreement, this shall be considered to be a default, and 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 and default from the terms hereof 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 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 WRBID PROPERTY OWNERS AND BOROUGH COUNCIL OF FINAL WRBID PLAN AND ESTABLISHMENT OF THE NIDMA**

This Agreement shall not go into effect unless: a) the Final Plan for the WRBID is approved by the Borough Council after public hearing, in accordance with the hearing and notice procedures set forth in the NID Act; and, b) the NIDMA is established by Borough Council, with approved amendments to the NIDMA By-Laws and Certificate of Incorporation as filed with the Commonwealth of Pennsylvania, Department of State.

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

West Reading Community Revitalization  
Foundation (WRCRF)

Borough of West Reading, PA

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_