

UPPER PROVIDENCE TOWNSHIP
DELAWARE COUNTY

RESOLUTION 2024-23

WHEREAS, Upper Providence Township (Delaware County, PA) (the "Township") currently leases the building at 939 N. Providence Road, Media, PA19063 (the "Building") to the County of Delaware (the "County") for use as a district court;

WHEREAS, the Building was leased initially pursuant to a Commercial Lease Agreement dated on or about April 23, 2014 for an initial period ended April 30, 2019, and such lease was extended pursuant to an Addendum to Commercial Lease Agreement dated on or about June 26, 2019 for a term ending May 31, 2024 (as so amended, the "Existing Lease"); and

WHEREAS, the Township and the County wish to enter into a Second Addendum to Commercial Lease Agreement extending the Existing Lease to a term ending May 31, 2025 (the "Second Addendum");

NOW, THEREFORE, BE IT RESOLVED by the Upper Providence Township Council as follows:

1. The Township approves the Second Addendum, subject to the satisfaction of the Township Solicitor, which will extend the term of the lease by one year to May 31, 2025.
2. The officers of the Township are authorized to execute and deliver the Second Addendum.

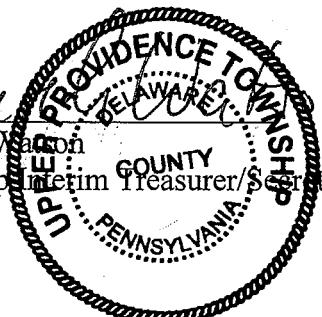
Date: May 28, 2024

UPPER PROVIDENCE TOWNSHIP

By: Kimberly Fremont
Dr. Kimberly Fremont
Township Council Vice Chairperson

ATTEST:

Mareile Watson
Mareile Watson
Township Interim Treasurer/Secretary



**SECOND ADDENDUM TO COMMERCIAL LEASE AGREEMENT
BETWEEN UPPER PROVIDENCE TOWNSHIP
AND COUNTY OF DELAWARE**

Property Address: 939 N. Providence Road, Media, PA 19063

Date of Lease: April 23, 2014

Lessor: Upper Providence Township

Lessee: County of Delaware

This Addendum dated this 28th day of May, 2024 is made between the Lessor and Lessee whereby the terms of the Commercial Lease Agreement and any Addendums shall be modified as follows:

1. On or about April 23, 2014, the Lessor and Lessee executed a Commercial Lease Agreement, attached hereto and made a part hereof as Exhibit "A".
2. The Commercial Lease Agreement was for a term of five (5) years beginning May 1, 2014 and terminating on April 30, 2019, and neither Party has terminated in accordance with Paragraph 4.
3. On or about June 26, 2019, the Lessor and Lessee executed an Addendum to Commercial Lease Agreement, attached hereto and made a part hereof as Exhibit "B" whereby Lessee executed a five (5) year renewal term option set to terminate on May 31, 2024.
4. This Second Addendum is to act as Lessor's and Lessee's intention to extend said term an additional one (1) year from June 1, 2024 through May 31, 2025.
5. This Second Addendum is to act as Lessor's and Lessee's intention to modify the Schedule of Rent for the extended term as attached on Schedule "C".
6. The Lessor agrees to complete the requested repairs, renovations and/or improvements attached hereto and made a part hereof as Exhibit "D", said repairs, renovations and/or improvements to be completed on or before June 30, 2024.
7. Except as expressly modified hereby, the rest and remainder of Commercial Lease Agreement and any Addendums shall continue in full force and effect in all other respects, without modification.

IN WITNESS WHEREOF, the parties have executed this Second Addendum to
Commercial Lease Agreement on the date first written above.

ATTEST:

UPPER PROVIDENCE TOWNSHIP

By: Marcile Watson
Marcile Watson
Interim Township Treasurer/Secretary

By: Kimberly Fremont
Dr. Kimberly Fremont
Township Council Vice Chairperson
Lessor

ATTEST:

COUNTY OF DELAWARE

By: _____
Anne M. Coogan, County Clerk

By: _____
Dr. Monica Taylor, Chair
Delaware County Council
Lessee

EXHIBIT "B"

ADDENDUM TO COMMERCIAL LEASE AGREEMENT

(ATTACHED)

EXHIBIT "B"

EXHIBIT "D"
Repairs/Renovations/Improvements

1. Thorough cleaning of staff and holding cell (prisoner's) bathrooms

EXHIBIT "D"



COUNCIL

COUNTY CLERK
GOVERNMENT CENTER BUILDING
201 W. FRONT STREET
MEDIA, PENNSYLVANIA 19063

PHONE: (610) 891-4260

JOHN P. MCBLAIN
CHAIRMAN

ANNE M. COOGAN
COUNTY CLERK

COLLEEN P. MORRONE
VICE CHAIRMAN

MICHAEL F. CULP
KEVIN M. MADDEN
BRIAN P. ZIDEK

June 27, 2019

Mr. Gregory C. Lebold
Township Manager
Upper Providence Township
935 N. Providence Road
Media, PA 19063

Dear Mr. Lebold:

County Council, at their regular meeting held June 26, 2019, approved a Lease Agreement between the County of Delaware and Upper Providence Township for District Court 32-2-46, located at 939 North Providence Road, for five (5) years for the period of 6/1/2019 through 5/31/2024. Renewal rent for the 1st year is \$70,920.00 at \$23.64 per square foot (\$5,910.00 per month); 2nd through 5th years will have a 3% annual increase.

Enclosed please find your copy of the executed Agreement. If you have any questions, please do not hesitate to contact me.

Sincerely,

Anne M. Coogan

Anne M. Coogan
County Clerk

cc: Joanne Phillips
Charles McDonald, Esq.✓
File

**ADDENDUM TO COMMERCIAL LEASE AGREEMENT
BETWEEN UPPER PROVIDENCE TOWNSHIP
AND COUNTY OF DELAWARE**

Property Address: 939 N. Providence Road, Media, PA 19063
Date of Lease: April 23, 2014
Lessor: Upper Providence Township
Lessee: County of Delaware

This Addendum dated this 26 day of June, 2019 is made between the Lessor and Lessee whereby the terms of the Commercial Lease Agreement and any Addendums shall be modified as follows:

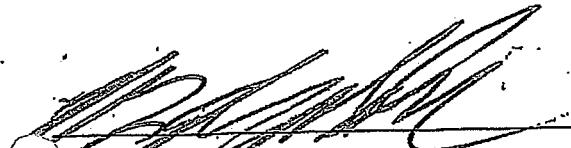
1. On or about April 23, 2014, the Lessor and Lessee executed a Commercial Lease Agreement, attached hereto and made a part hereof as Exhibit "A".
2. The Commercial Lease Agreement was for a term of five (5) years beginning May 1, 2014 and terminating on April 30, 2019, and neither Party has terminated in accordance with Paragraph 4.
3. Pursuant to Paragraph 15, Renewal Term Option, upon expiration of the five (5) year term the Lessee has the sole option to elect to renew the Commercial Lease Agreement for one (1) additional term of five (5) years, and the Lessor and Lessee hereby agree and stipulate to extend the time period for Lessee to exercise the Renewal Term Option.
4. This Addendum is to act as Lessee's intention to exercise the renewal option and Lessor's intention to accept the renewal option from June 1, 2019 through May 31, 2024.
5. Pursuant to the Rental Schedule, if Lessee exercises the Renewal Term Option, the annual rent is to be negotiated between the Parties and has been negotiated as set forth in Exhibit "B", due on or before the fifth (5th) day of each month.
6. The Lessor agrees to complete the requested repairs, renovations and/or improvements attached hereto and made a part hereof as Exhibit "C", said repairs, renovations and/or improvements to be completed on or before June 30, 2019.
7. Except as expressly modified hereby, the rest and remainder of Commercial Lease Agreement and any Addendums shall continue in full force and effect in all other respects, without modification.

EXHIBIT "A"

COMMERCIAL LEASE AGREEMENT

(ATTACHED)

EXHIBIT "A"



Solicitor Signature / Date

REQUEST FOR AGENDA ACTION

March 25, 2013

Date Submitted

PREPARED BY (Department): Central Purchasing	PERSON: Mark Grosso
REVIEWED BY: (Department): Central Purchasing	PERSON: George V. Troilo

DESCRIPTION OF ACTION TAKEN: Request approval for five year lease renewal between The County of Delaware and Upper Providence Township for 3,000 square feet of office space located at 939 North Providence Road in Media, to be used as a District Court. Rent will be \$63,000.00 annually for the length of the term. Landlord has completed all requested renovations and repairs.

EXPENSE BUDGET LINE ITEM ACCOUNT:

TOTAL AVAILABLE BUDGET BALANCE, CURRENT FISCAL YEAR: \$ _____

ESTIMATED OR ACTUAL COST OF THIS REQUEST: \$63,000.00 annually
Payable monthly at \$5,250.00

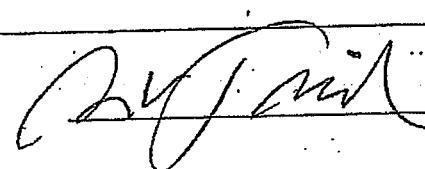
FUNDING SOURCE:

COUNTY REVENUE: \$ _____ (INDICATE SOURCE): _____
OTHER REVENUE: \$ _____

IS THIS A RENEWAL OF A PRIOR YEAR'S EXPENDITURE FOR SIMILAR GOODS AND/OR SERVICES? YES NO

IF YES, GIVE COMPARABLE PRIOR YEAR COST \$60,000.00

ACTION REQUIRED BY:

Approved 4/23/14 
DEPARTMENT HEAD SIGNATURE:

Item # 10
Anne M. Cogen

• IF EXPLANATORY DOCUMENTATION IS ATTACHED, PLEASE SO INDICATE IN THIS SPACE:

COMMERCIAL LEASE AGREEMENT

THIS Commercial Lease Agreement is made the date last written below by and between Upper Providence Township (hereinafter referred to as the "Lessor") and the County of Delaware ("hereinafter referred to as the "Lessee").

The Lessor doth hereby let unto the Lessee all that certain property located at: 939 N. Providence Road, Upper Providence Township, Delaware County, PA consisting of approximately 3,000 sq/ft for use by Magisterial District Court 32-2-46.

The initial term of this Commercial Lease Agreement shall be for: five (5) years beginning on May 01, 2014 and ending on April 30, 2019.

Rent shall be due and payable by the Lessee on the 1st day of each and every month beginning on May 01, 2014 in the amount indicated on the following rental schedule:

Rental Schedule			
<u>Year</u>	<u>\$/Sq Ft</u>	<u>\$/Annual</u>	<u>\$/Month</u>
1-5	21.00	63,000.00	5,250.00

Renewal (5 Years) -To be negotiated by Parties upon exercise of Option by Lessee
(Reference paragraph 15 contained in Additional Terms)

Rent shall be forwarded to:

Upper Providence Township
939 N. Providence Road
Media, PA 19063

or at such other place as said Lessor may from time to time direct.

ADDITIONAL TERMS:

SEE FOLLOWING PAGES

5. If the premises, or any building of which the premises is part or any portion thereof, are made untenable by fire, the elements or other casualty, rent for the entire premises or affected portion thereof shall abate from the date of such casualty to restoration of tenantability. Lessor shall restore the same with all reasonable speed, and if Lessor does not restore the premises or the affected portion to tenantability within sixty (60) days thereafter, Lessee may then terminate this Lease, retroactive to the date of casualty, either Lessor or Lessee may terminate this lease, retroactive to such date, by written notice delivered within thirty (30) days thereafter; failing such notice Lessor shall restore the premises to tenantability within ninety (90) days of such casualty and rent shall abate from the date of casualty.
6. Lessor has the right upon reasonable notice to enter the premises for reasonable inspections and to make repairs, and to show the same to prospective tenants during the last sixty (60) days of the term.
7. If Lessor fails or is unable to deliver possession of the premises in tenantable condition on the date of commencement of the term, then the monthly rent shall abate until the completion of tenantable conditions. If such tenantable conditions are not completed within sixty (60) days after the specified date of commencement of the term, Lessee shall have the absolute option to terminate this Lease. If the leased premises are in a new building under construction, tenantable conditions shall include the substantial completion of adjacent parts thereof.
8. Subject only to Lessee's liability to repair damage caused by the negligence of its agents, employees or occupants, Lessor shall at its expense maintain and keep in repair the building and leased premises including both exterior, interior, parking lots, driveways and all structural parts, fixtures, wiring, plumbing, heating, water pipes, plastering and flooring therein, except only those installations, if any, provided by Lessee. Without limiting the foregoing, Lessor agrees to keep heating plant, electric and water connections and facilities and air-conditioning (if installed by Lessor) in first-class operating condition and available for continuous use.
9. Lessee shall, with the prior approval of Lessor, same not to be unreasonably withheld, have the right to assign this Lease or to underlet the premises or any part thereof and to reassign any or all of the said leased premises.
10. If at anytime the Lessor fails to provide required services or repairs and fails to respond to a cure letter by performing the required services and or repairs, which are under his control, within a reasonable period of time, the Lessee may procure said services or repairs and deduct the cost thereof from rental payments due under the Lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and
seals, dated this 23rd day of April, 2014.

ATTEST

BY: Gregory C. Rehr
Gregory C. Rehr, Secretary

Upper Providence Township

BY: Joseph S. Solomon
Name: Joseph S. Solomon
Title: Council Chairman
LESSOR

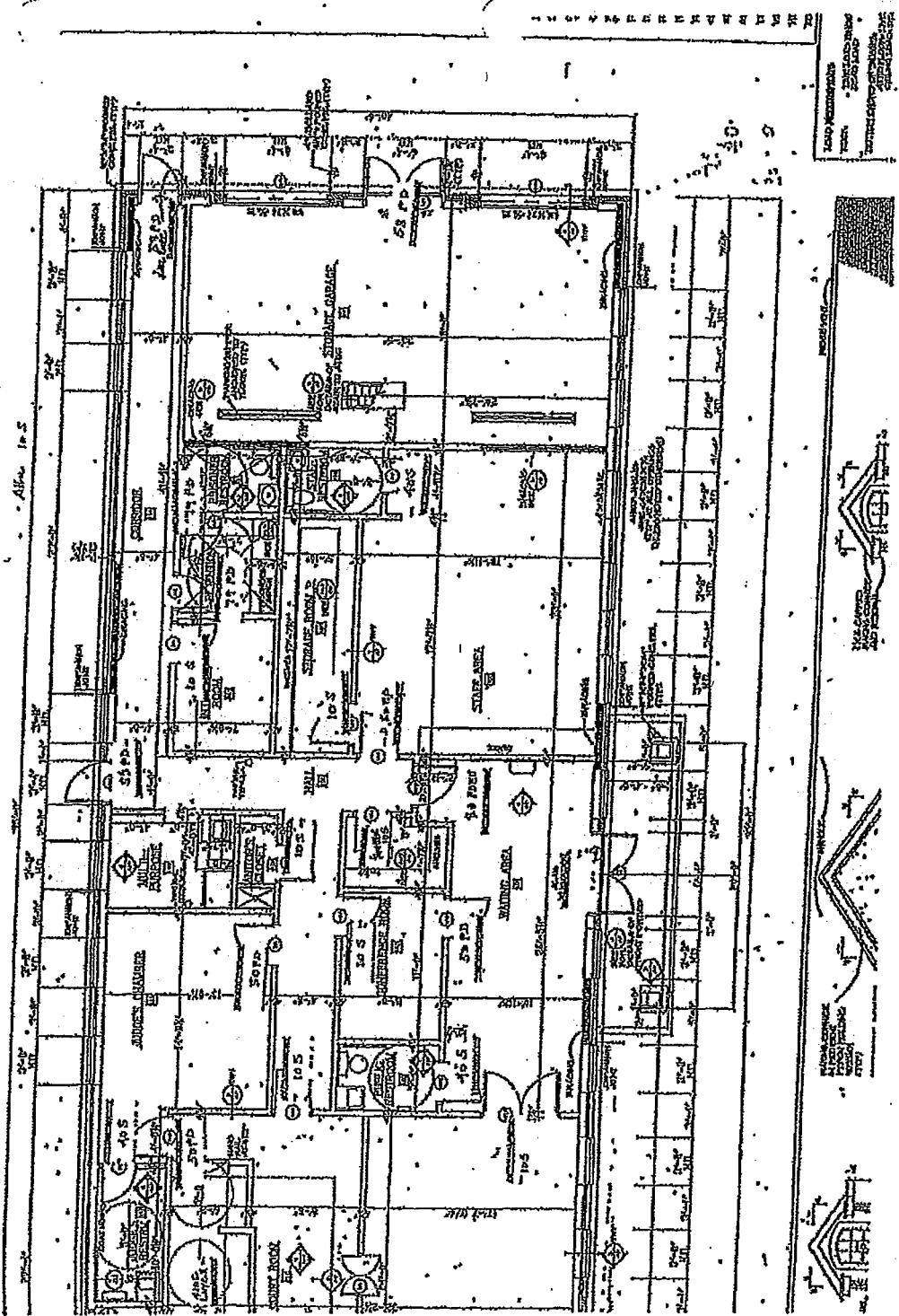
ATTEST

COUNTY OF DELAWARE

BY: Anne M. Coogan
Anne M. Coogan, County Clerk

BY: Thomas J. McGarrigle
Thomas J. McGarrigle
Chairman, County Council
LESSEE

ROSETTE 32-2-46



ADDENDUM 2

Repairs, Renovations and/or Improvements

1. Paint throughout the court areas.
2. Replace carpet throughout the court areas.
3. Replace the railing & gate in courtroom.
4. Install shelf in front of bench.
5. Replace stained ceiling tiles.

EXHIBIT "C"
Repairs/Renovations/Improvements

1. Thorough cleaning of staff and holding cell (prisoner's) bathrooms

EXHIBIT "C"