

TOWNSHIP OF LOWER MERION

OPEN SPACE AND TOWNSHIP PROPERTIES COMMITTEE

**Wednesday, March 19, 2025
7:25 PM (Approximately)**

Chairperson: Rick Churchill
Vice Chairperson: Joshua Grimes

AGENDA

1. **APPROVAL OF LEASE AGREEMENT RENEWAL WITH ELDERNET FOR BRYN MAWR COMMUNITY CENTER AND ADA MUTCH FOOD PANTRY**



AGENDA ITEM INFORMATION

ITEM: APPROVAL OF LEASE AGREEMENT RENEWAL WITH ELDERNET FOR BRYN MAWR COMMUNITY CENTER AND ADA MUTCH FOOD PANTRY

Consider for recommendation to the Board of Commissioners approving execution of a five-year lease renewal for ElderNet operations at the Bryn Mawr Community Center and Ada Mutch Food Pantry.

PUBLIC COMMENT

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issue Briefing - ElderNet Lease Renewal	Issue Briefing
<input type="checkbox"/> ElderNet Lease	Backup Material

TOWNSHIP OF LOWER MERION

Township Open Space & Properties Committee

Issue Briefing

Topic: ElderNet Lease Renewal

Prepared by: Ernie B. McNeely, Township Manager

Date: March 14, 2025

I. Action To Be Considered By The Board:

Approve execution of a five-year lease renewal for ElderNet operations at the Bryn Mawr Community Center and Ada Mutch Food Pantry.

II. Why This Issue Requires Board Consideration:

Township property leases must be approved by the Board of Commissioners.

III. Current Policy Or Practice (If Applicable): NA

IV. Other Relevant Background Information:

The Township leases space in the Bryn Mawr Community Center to ElderNet for their offices and programs plus leases the Ada Mutch Food Pantry Building on the same site to ElderNet for use as the food pantry. Both facilities are leased to ElderNet each for \$1.00 per year as they are a non-profit organization that provides important services in the community.

The current ElderNet lease for their space in the Bryn Mawr Community Center is a 10-year lease and it expires on March 31, 2025. The lease for the Ada Mutch Food Pantry Building was also a 10-year lease, however it expired at the end of 2023. Obviously for ElderNet to continue providing essential services to seniors and those in need of food pantry assistance both leases need to be renewed. In discussions with Michele Raymond, the Executive Director at ElderNet they have asked for 5-year terms for both lease renewals.

There is no real need for two separate leases, so Solicitor High has drafted one new lease document (copy attached) that incorporates all the necessary terms from each lease and still preserves the right with notice for either party to terminate the lease for all or any part of the premises.

V. Impact on Township Finances:

There is no impact on Township finances.

VI. Staff Recommendation

Staff recommends approval for execution of a five-year lease renewal for ElderNet operations at the Bryn Mawr Community Center and Ada Mutch Food Pantry.

LEASE

This Agreement of Lease, being a renewal of two separate prior leases between the parties, made this _____ day of _____, A.D., 2025 between TOWNSHIP OF LOWER MERION, 75 East Lancaster Avenue, Ardmore, Pennsylvania, 19003 (hereinafter called the “Landlord”), of the one part and ELDERNET OF LOWER MERION, a Pennsylvania Non-Profit Corporation, 9 South Bryn Mawr Avenue, Bryn Mawr, Pennsylvania, 19010 (hereinafter called the “Tenant”), of the other part.

WITNESSETH:

That the Landlord, being the owner of the premises at 9 South Bryn Mawr Avenue, Bryn Mawr (the “Property”), for and in consideration of the prompt payment of the rent hereinafter mentioned, as well as all covenants, promises and agreements contained herein, does hereby demise and let unto the Tenant ALL THOSE CERTAIN PORTIONS of the Property, as hereinafter described, located at 9 South Bryn Mawr Avenue, Bryn Mawr, Pennsylvania, under the terms and conditions set forth as follows:

1. Demised Premises. The Property is improved with two buildings, one known as the Bryn Mawr Community Center, and the other situated to the rear of the Center and known as the Ada Mutch Food Pantry. The lease space is as follows:

- (a) The area of the Bryn Mawr Community Center described as follows: on the first floor, Rooms 1A, 1B and 1K, as set forth on the floor plan attached, and the entirety of the second floor. Tenant’s staff and invitees shall be permitted to use the Bryn Mawr Community Center common space for access to the Leased Space, and shall be permitted to use the public restroom facilities in

the building. Tenant's storage or other operations may not exceed the leased space at any time for any reason; and

(b) The entirety of the Ada Mutch Food Pantry building.

2. Term and Debt. The term of this lease shall be five (5) years commencing the first day of April, A.D., 2025 and expiring March 31, 2030. During the term of this Lease, the Tenant will pay annually on January 1 the sum of One Dollar (\$1.00) as rent.

3. Utilities. The Landlord shall be responsible for sewer, water, gas, electricity, and for real estate taxes to both leased premises. The Landlord shall provide heating and air conditioning to the Leased Space in the Bryn Mawr Community Center. The Tenant shall provide and pay promptly as rendered all bills for fuel oil (propane) used by the Tenant in the Ada Mutch Food Pantry building.

4. Use of Premises. The Tenant is a not-for-profit corporation organized solely for charitable purposes. Tenant shall not occupy the demised premises, or permit the same to be occupied or used for any other purpose. At the termination hereof, the Tenant will peaceably deliver up and surrender possession of the demised premises to the Landlord. The Tenant shall not assign this Lease, or underlet the demised premises, or any part thereof, or put anyone in possession, or permit anyone to occupy, or take possession of said premises without the consent of the Landlord endorsed in writing herein.

5. Trash Removal. The Tenant shall provide janitorial services to the leased space. Tenant shall not permit trash and recycling waste generated at the premises or any rubbish and refuse matter to remain, or accumulate upon the premises. The Township will provide municipal trash collection services to the premises only to the extent it would normally do so under generally applicable Township policies.

6. Maintenance.

- (a) Interior. The Tenant shall keep and maintain the interior of the demised premises in good order and repair, including all office equipment, furnishings, carpets, window treatments, appliances, lighting and the wall surfaces, that may be damaged or which shall otherwise fail to function during occupancy, and at the termination of this Lease deliver up the said premises to the Landlord in good order and repair, reasonable wear and tear and damage by accidental fire or storm excepted. The Landlord shall be responsible for and replace and repair any fixtures, interior structural damage, HVAC equipment, plumbing, water heater, windows, roof, electric, water, and any other building systems.
- (b) Exterior. The tenant shall keep the exterior of the Ada Mutch Food Pantry building, including the grounds, driveway, and sidewalk clean and in neat appearance. The Landlord shall maintain and repair all structures, siding, roof, windows, parking areas, other physical improvements/fixtures, and landscaping on the Property, shall remove leaves and woody debris, and shall keep the sidewalk, walkways and parking lot free and clear of accumulations of ice and snow.

7. Improvements. The Tenant shall make no alterations, additions and/or improvements to the interior, without prior written approval of the Landlord. Any improvements, furniture, equipment and decorations required by the Tenant for uses related to its program activities shall be the sole responsibility of the Tenant. The Landlord shall maintain or perform electrical or structural work necessary. Any permanent additions or improvements to

the premises shall not be detached there from, but shall remain after the expiration of the term hereof for the benefit of the Landlord. Any additions or improvements required by and uniquely suited to the needs of the Tenant may be removed provided the Premises is repaired and placed in the same condition it was in prior to the installation of the improvement, reasonable wear and tear excepted.

8. Risk of Loss. The Tenant shall use every reasonable precaution against fire and shall not do, or suffer to be done, any act or thing whereby any policy of insurance on the demised premises shall, or may, become voided or suspended or whereby the risk may become more hazardous. If the structure upon the demised premises is so substantially destroyed or damaged by fire, or other casualty, so that the same cannot be repaired and restored within a period of sixty (60) days, then this Lease shall absolutely cease and terminate, there shall be no refund of rent paid, and neither party shall have any further liability under the terms of this lease. If the damage can be restored within sixty (60) days, Landlord shall, to the extent of insurance funds available, restore the same as soon as possible, provided, however, that any rent accrued prior to such partial or total destruction shall not be considered as released by virtue of this clause.

9. Insurance.

(a) Property Insurance

Landlord shall secure and maintain all risk (special form) property insurance, which insures against direct physical loss of or damage to the Building.

Tenant shall secure and maintain, at its own expense, all risk (special form) property insurance which insures against direct physical loss of or damage to Tenant's personal property, fixtures and equipment located in or at the Premises,

on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all personal property, fixtures and equipment located therein. Tenant shall also secure time element insurance satisfactory to protect its interests as a result of direct physical loss of or damage to Tenant's personal property, fixtures and equipment located in or at the Premises. Any deductible amount(s) selected by Tenant or imposed by Tenant's insurer(s) shall be the sole responsibility of Tenant.

(b) Commercial General Liability Insurance

Tenant shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal injury and advertising injury claims arising from the Tenant's occupancy of the Premises or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. Such insurance shall include Landlord and its elected and appointed officials, employees, and authorized volunteers as additional insureds.

(c) Evidence of Insurance/Insurers

Tenant shall furnish certificates of all insurance, acceptable to Landlord, evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers licensed to do business in the Commonwealth of Pennsylvania, with a current Best Insurance Reports rating of "A-" "V II" or better, unless otherwise approved by Landlord. The Landlord hereby grants specific approval for the acquisition of

workers compensation and employers liability insurance from the State Workers' Insurance Fund (SWIF) of Pennsylvania.

Such policies shall be endorsed and such certificates shall provide that no cancellation or non-renewal can take effect unless 30 days prior written notice by registered mail is furnished to Landlord.

- (d) Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Landlord.
- (e) If Tenant shall fail, refuse or neglect to secure and maintain any insurance required of Tenant or to furnish satisfactory evidence of insurance, Landlord shall have the right to purchase such insurance. All such payments made by Landlord shall be recoverable by Landlord from Tenant, together with interest thereon, as additional rent promptly upon being billed therefor.
- (f) Damage to Property of Tenant and its Invitees. To the fullest extent permitted by law, Tenant shall be solely responsible for any loss or damage to property of Tenant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Landlord.

9. Indemnification. To the fullest extent permitted by law, Tenant shall indemnify, defend and hold Landlord, its elected and appointed officials, employees, and authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees) arising out of or related to Tenant's use or occupancy of the Premises or operations incidental thereto, unless such claims arise from the sole negligence of Landlord. Such obligation to indemnify, defend and hold

Landlord, its elected and appointed officials, employees, and authorized volunteers harmless shall survive the termination of this Agreement.

10. Termination and Renewal. Either party may terminate this Lease for all or any portion of the Demised Premises prior to its expiration at the end of any one year anniversary from the beginning of the term as set forth in paragraph 2 hereof by giving ninety (90) days' written notice to the other. At any termination of the Lease, the Tenant shall remove all personal property from the premises and turn it over, broom clean. This Agreement shall not be renewed except by further written agreement of the parties.

11. Inspection. The Tenant agrees that it has inspected the premises, that the same is being leased by the Tenant as the result of said inspection and not upon any representation made by the Landlord, that the Tenant accepts the condition of the premises as it exists on the date of the signing of this Agreement, and that the Landlord shall not be responsible or liable for any visible or reasonably ascertainable condition of the premises or any agreement or stipulation not specifically set forth herein relating to or affecting the physical condition of said property.

12. Complete Agreement. This lease sets forth all the premises, agreements, conditions and understandings between the Landlord or his agent, and the Tenant, relative to the demised premises, and there are no promises, agreements, conditions or understandings, either oral or written, between the parties other than as are herein set forth, and any subsequent alteration, amendment, change or addition to this Lease shall not be binding upon the Landlord or Tenant unless reduced to writing and signed by them.

13. Notices. All notices and communications between the parties shall be addressed as follows:

14.

Township of Lower Merion

Township Manager
75 East Lancaster Avenue
Ardmore, PA 19003
610-645-6102

ElderNet of Lower Merion

Executive Director
9 South Bryn Mawr Avenue
Bryn Mawr, PA 19010
610-525-0706

15. Governing Law. This Lease shall be governed by the laws of Pennsylvania. If any provision of this Lease shall be declared invalid by judicial determination, or by Act of Pennsylvania Assembly, or by act of any other legislative body with authority to affect this lease, only such provision so declared invalid shall thus be affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

IN WITNESS WHEREOF, both of the respective parties to this Lease have interchangeably set their hands and seals the day and year first above written.

Attest:

TOWNSHIP OF LOWER MERION
LANDLORD

Jody L. Kelley, Secretary

BY: _____
Township Manager

Attest:

ELDERNET OF LOWER MERION
TENANT

BY: _____
Executive Director